

**BOULT
CUMMINGS
CONNERS
& BERRY** PLC

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EXECUTIVE

May 2, 2000

VIA HAND DELIVERY

David Waddell
Executive Director
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Application of Empire Telecom Services, Inc. for a Certificate of Convenience and Necessity To Provide Local Exchange and Intrastate Interexchange Services, and Alternate Operator Services as a Competing Telecommunications Service Provider
Docket No. 00-00353

Dear Mr. Waddell:

Empire Telecom Services, Inc. ("Empire" or "Applicant") hereby submits the enclosed Application, seeking authority to operate as a provider of facilities-based and resold telecommunications services within the state of Tennessee. An original and thirteen (13) copies are provided. Filed under separate cover is Exhibit "F" to the Application, which contains proprietary information. Because this information is highly confidential and proprietary, Empire requests that the Tennessee Regulatory Authority not disclose this financial information to the public or to any of Empire's competitors.

Also enclosed is a check in the amount of \$25.00 for filing fees. Notice of this filing has been served on interested parties.

Please date-stamp one copy and return it to the undersigned in the postage-paid envelope provided.

If you have any questions concerning this matter, or if you require additional information, please give me a call at 252-2302.

May 2, 2000
Page 2

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

A handwritten signature in black ink, appearing to read "April A. Ingram", with a stylized flourish extending to the right.

By:
April A. Ingram

AAI/

cc: Charles Hudak, Esq.

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

IN RE:)
)
APPLICATION OF EMPIRE TELECOM)
SERVICES, INC. FOR A CERTIFICATE)
OF PUBLIC CONVENIENCE AND)
NECESSITY TO PROVIDE LOCAL)
EXCHANGE AND INTRASTATE)
INTEREXCHANGE SERVICES,)
AND ALTERNATE OPERATOR)
SERVICES AS A COMPETITIVE)
TELECOMMUNICATIONS SERVICE)
PROVIDER WITHIN THE)
STATE OF TENNESSEE)

DOCKET NO. 00-00353

APPLICATION OF EMPIRE TELECOM SERVICES, INC.

COMES NOW Empire Telecom Services, Inc. (the "Applicant"), a Georgia corporation, and hereby applies to the Tennessee Regulatory Authority (the "TRA") for a Certificate of Public Convenience and Necessity, pursuant to Section 65-4-201 *et seq.* of the Tennessee Code Annotated and the TRA's Rules and Regulations, authorizing Applicant to provide facilities-based and resold local exchange intrastate, interexchange (interLATA and intraLATA toll) telecommunications services, and alternate operator services as a competitive telecommunications service provider within the State of Tennessee.¹ In compliance with the TRA's Rules and Regulations, the following information is provided.

¹On October 22, 1999 Applicant submitted to the TRA an Application For Certificate To Provide Operator Services and/or Resell Telecommunications Services In Tennessee. In an Order dated February 15, 2000 in Case Number 99-00818, the TRA granted the Applicant certification to provide its proposed services throughout the State of Tennessee. Applicant now desires to offer the same services for which it was granted authority over a proposed facilities-based network.

I. DESCRIPTION OF THE APPLICANT

1. **Applicant's Name and Address.** Applicant's correct name and address is

Empire Telecom Services, Inc.
4501 Circle 75 Parkway
Building D, Suite 4210
Atlanta, Georgia 30339
Tel.: (404) 659-9500
Fax.: (404) 659-4900

2. **Applicant's Corporate Structure.** Applicant was incorporated under the laws of the State of Georgia on August 13, 1999. A copy of Applicant's Certificate to Transact Business as a Foreign Corporation in the State of Tennessee is attached hereto at Exhibit "A". Applicant's certificate of incorporation, articles of incorporation and by-laws are attached hereto at Exhibit "B". An organizational chart showing Applicant's corporate structure is attached hereto at Exhibit "C".

3. **Applicant's Attorneys' Names and Addresses.** The correct name, address and telephone number of Applicant's attorneys are:

Henry Walker, Esq.
April Ingram, Esq.
Boult Cummings Conners & Berry PLC
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, Tennessee 37219
Tel: (615) 252-2363
Fax: (615) 252-6399

and

Charles A. Hudak
Timothy L. Geraghty
Gerry, Friend & Saprnov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
Tel: (770) 399-9500
Fax: (770) 395-0000

Mr. Hudak or Mr. Geraghty should be contacted in connection with questions regarding Applicant's general operation and management, as well as any tariff-related matters.

4. **Authorized Representative.** Upon grant of certification, the TRA should direct all correspondence, inquiries or data requests to:

Alan B. Thomas, Jr.
Empire Telecom Services, Inc.
4501 Circle 75 Parkway
Building D, Suite 4210
Atlanta, Georgia 30339
Tel.: (404) 659-9500
Fax.: (404) 659-4900

with a copy to:

Charles A. Hudak
Timothy L. Geraghty
Gerry, Friend & Sapronov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
Tel: (770) 399-9500
Fax: (770) 395-0000

5. **Tennessee Offices.** Applicant does not maintain, and does not intend to maintain, an office in the State of Tennessee. Applicant's registered agent and address for service of process in the State of Tennessee is:

C T Corporation System
530 Gay Street
Knoxville, Tennessee 37902

II. DESCRIPTION OF APPLICANT'S PROPOSED SERVICES

6. **Description of Proposed Services.** Applicant seeks authority to provide local exchange and intrastate, interLATA and intraLATA toll (as permitted by the TRA) telecommunications services, and alternate operator services in the State of Tennessee. Applicant intends to provide such services (i) by reselling the services of other certificated local exchange carriers and long distance carriers operating in the State of Tennessee, (ii) by leasing unbundled network elements obtained from certificated incumbent local exchange carriers operating in the State of Tennessee, and (iii) by providing services over Applicant's proposed facilities-based network. Applicant will not require

customers to purchase telephone customer premises equipment that is incompatible with the systems of other local exchange carriers in the event that a customer decides, in the future, to transfer its service to another local exchange carrier.

A. Local Exchange Telecommunications Services. Applicant requests authority to provide a wide variety of local voice and data telecommunications services to consumers in the State of Tennessee, including single and multi-line residential and business services; complex services such as CENTREX, high-capacity private line (e.g., T-1, DS-1, DS-3, OC-3, OC-12), ISDN, digital subscriber line and frame relay services; directory listing services; and optional CLASS service features such as call waiting, call forwarding, three-way calling, speed dialing, call return, unpublished number and caller identification. Moreover, Applicant will provide those services required by TRA Rule 1220-4-8-.04(3)(b), either directly or through arrangements with other carriers or companies.

B. Intrastate, Interexchange Telecommunications Services. Applicant requests authority to provide facilities-based interexchange (interLATA and intraLATA toll) telecommunications services to business and residential customers through use of a combination of unbundled network elements leased from other certificated carriers, and long distance transmission facilities leased or purchased from certificated long distance carriers. Until Applicant's facilities are operational, Applicant intends to provide interexchange telecommunications resale services. Applicant's proposed interexchange services may include direct dial ("1+") services, measured toll services, private line services, toll-free (e.g., "800", "888") services, travel card services and prepaid calling card services.

C. Intrastate Alternate Operator Services. Applicant requests authority to provide a wide variety of intrastate, local exchange, intraLATA toll and interLATA (as permitted by the Commission) alternate operator service calls which (i) are originated using Applicant's operator

services, (ii) are billed to the consumer or to a specified location, and (iii) require operator assistance, including, but not limited to: (a) station-to-station operator assisted calls utilizing participating and valid Bell operating company or independent telephone company calling cards, or non-proprietary calling cards issued by long distance companies; (b) operator assisted calls utilizing participating commercial credit cards; (c) collect (billed to called number) calls; (d) calls billed to valid third party telephone numbers; (e) person-to-person credit card and/or calling cards; and (f) customer dialed calls (i.e. 0 + area code + seven digits + credit card number and billable to credit/calling card accounts as provided under (a) and (b) above.

D. Billing and Customer Service Information. Applicant intends to bill its customers directly for local exchange and intrastate, interexchange telecommunications services. The charges, based upon the rates which will be set forth in Applicant's tariffs, Applicant's name, and its telephone number for customer assistance will appear on all invoices. As a new entrant into the Tennessee telecommunications marketplace, Applicant has not yet finalized its policies regarding customer service orders, inquiries and complaints. However, Applicant intends to comply with all rules and regulations that the TRA may impose subject to Tennessee law as now or hereafter enacted.

7. Geographic Area to Be Served. Applicant proposes to serve the entire State of Tennessee to the fullest extent permitted by Tennessee law and the orders, rules and regulations of the TRA.

8. Tariff. Applicant proposes to offer local exchange, intrastate interexchange telecommunications services, and alternate operator services within the State of Tennessee as further described in its proposed tariffs, attached hereto at Exhibit "D". Modifications to these tariffs, once approved, shall be made on such notice as is required by the TRA's rules.

III. APPLICANT'S TECHNICAL, FINANCIAL AND MANAGERIAL QUALIFICATIONS

9. **Technical and Managerial Expertise.** Applicant has sufficient technical and managerial ability to provide the services for which authority is requested in this Application. A description of Applicant's technical and managerial ability is attached hereto at Exhibit "E". Moreover, Applicant has filed, or is in the process of filing, applications for authority to provide the telecommunications services described herein in the States of Alabama, Florida, Georgia, Kentucky, Louisiana Mississippi, North Carolina and South Carolina. Applicant has not been denied authority to provide intrastate telecommunications services in any state, and has not been subject to any regulatory penalties for violating state or federal telecommunications statutes, rules or regulations (e.g., slamming).

10. **Financial Capability.** Applicant possesses sufficient financial capability to provide its local exchange, intrastate interexchange telecommunications services, and alternate operator services on a continuous basis. Inasmuch as Applicant is a newly-created wholly owned, subsidiary of Empire Technology Corporation, Applicant has not yet prepared its own financial statements. The financial statements of Empire Technology Corporation, dated as of October 31, 1999 are attached hereto at Exhibit "F". At this time, Applicant does not receive reciprocal compensation from any local exchange carrier for the transport and termination of Internet traffic.

11. **Compliance with Laws.** By submitting this application, and by participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the TRA may impose subject to Tennessee law as now or hereafter enacted. Accordingly, by this application, Applicant seeks such approval and authority as may be required for Applicant to provide local exchange and intrastate interexchange telecommunications services throughout the entire State of Tennessee.

12. **Notice to Incumbent Local Exchange Carriers.** Pursuant to the rules and regulations of the TRA, notice of this Application is being provided to the following incumbent local exchange carriers contemporaneously with its filing with the TRA:

Guy M. Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300

James B. Wright, Esq.
United Telephone Southeast, Inc.
1411 Capital Boulevard
Wake Forest, North Carolina 27587-5900

John B. Adams, Esq.
Citizens Telecommunications Company of Tennessee
1400 16th Street, N.W., Suite 500
Washington, D.C. 20036

13. **Procedure for Verifying Customer Ordered Changes.** Applicant intends to comply with all applicable state or federal telecommunications statutes, rules or regulations governing the processing, verification and implementation of customer-ordered changes. Further, in order to limit customer confusion regarding Applicant's services and to avoid processing unauthorized service change requests, Applicant will not accept or implement verbal requests for carrier changes.

14. **Small and Minority-Owned Telecommunications Business Plan.** Pursuant to Tennessee Code Annotated, Section 65-4-212, Applicant's Small and Minority-Owned Telecommunications Business Plan is attached hereto at Exhibit "G".

15. **Year 2000 Compliance.** Applicant's Year 2000 Readiness Disclosure is attached hereto at Exhibit "H".

16. **Toll Dialing Parity Plan.** Applicant's Toll Dialing Parity Plan is attached hereto at Exhibit "I".

17. **Rural Telephone Companies and Telephone Cooperatives.** Unless otherwise permitted by federal or state law, Applicant does not intend to offer local exchange services in areas served by any incumbent local exchange carrier with fewer than 100,000 total access lines, unless the incumbent has voluntarily entered into an agreement with a competing telecommunications service provider or the incumbent has applied to provide telecommunications services in an area outside of its service area (existing as of June 6, 1995). Applicant also does not intend to provide its services in any area served by a telephone cooperative unless otherwise permitted by applicable federal or state law. Applicant reserves the right to expand its operations into these areas should any rulings of the TRA or of any court or applicable administrative agency allow the provision of service in such areas.

18. **Mergers, Acquisitions and Corporate Structure.** Applicant is not currently involved in any mergers or acquisitions.

19. **Pre-Filed Testimony.** The Pre-Filed Testimony of Alan B. Thomas, Jr., Applicant's Executive Vice President, is attached hereto at Exhibit "J".

20. **Sample Bill.** Applicant's Sample Bill is attached hereto at Exhibit "K".

IV. ARGUMENT IN SUPPORT OF APPLICATION

21. **Public Interest, Convenience and Necessity.** TRA approval of the matters described herein is in the public interest. Applicant intends to provide a single resource for a wide variety of telecommunications and data communications services to residential and business customers. Applicant intends to offer such customers products such as local switched and dedicated voice services, long distance switched and dedicated voice services, as well as high-speed data services to satisfy the explosive demand created by the Internet.

In addition to the services Applicant plans to offer, the presence of another authorized local exchange and intrastate interexchange carrier will provide additional choices to consumers, promote

competition, and lead to the reduction of consumer costs for telecommunications services. Competition, in turn, will encourage efforts by other certificated telecommunications providers to broaden the range of choices for Tennessee consumers of local exchange and intrastate interexchange services. Applicant submits that, based on the information supplied herein, its proposed service offerings will provide Tennessee consumers with high quality telecommunications products and services at reasonable rates while encouraging innovation and efficiency among all providers of telecommunications products and services in the state.

WHEREFORE, Applicant respectfully requests that the TRA:


(1) issue a Certificate of Public Convenience and Necessity authorizing it to engage in the provision of facilities-based and resold local exchange, intrastate interexchange telecommunications services, and alternate operator services within the State of Tennessee; and

(2) grant any other and additional relief that the TRA may deem just and proper.

Respectfully submitted this 2nd day of May, 2000.

EMPIRE TELECOM SERVICES, INC.

By:



Henry Walker, Esq.

April Ingram, Esq.

BOULT CUMMINGS CONNERS & BERRY, PLC

414 Union Street

P.O. Box 198062

Suite 1600

Nashville, Tennessee 37219

(615) 252-2363

And

Charles A. Hudak, Esq.

Timothy L. Geraghty, Esq.

GERRY, FRIEND & SAPRONOV, LLP

Three Ravinia Drive, Suite 1450

Atlanta, GA 30346-2131

(770) 399-9500

Its Attorneys

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

IN RE:

APPLICATION OF EMPIRE TELECOM
SERVICES, INC. FOR A CERTIFICATE
OF PUBLIC CONVENIENCE AND
NECESSITY TO PROVIDE LOCAL
EXCHANGE AND INTRASTATE
INTEREXCHANGE SERVICES,
AND ALTERNATE OPERATOR
SERVICES AS A COMPETITIVE
TELECOMMUNICATIONS SERVICE
PROVIDER WITHIN THE
STATE OF TENNESSEE

DOCKET NO. _____

VERIFICATION

The undersigned attests that he has reviewed this filing on behalf of Empire Telecom Services, Inc. ("Applicant") in the above-mentioned proceeding; that it appears to be true and correct; and that it is hereby adopted on behalf of Applicant. By this application, and participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the Tennessee Regulatory Authority may impose subject to Tennessee law as now or hereafter enacted.

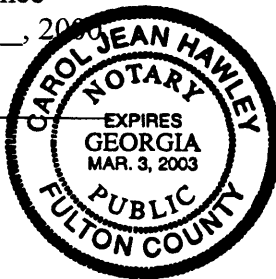
EMPIRE TELECOM SERVICES, INC.



Alan B. Thomas, Jr.
Executive Vice President

This document was signed in my presence
on the 7th day of March, 2009

Carol Jean Hawley
Notary Public



NOTICE OF FILING

Empire Telecom Services, Inc. has filed an Application with the Tennessee Regulatory Authority for a Certificate of Convenience and Necessity as a Competing Telecommunications Service Provider. The undersigned hereby certifies that a copy of this notice and a copy of the Application has been served on the following persons via U.S. Mail this 2nd day of May, 2000:

Guy M. Hicks
BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

T. G. Pappas, Esq.
Bass, Berry & Sims
2700 First American Center
313 Deaderick Street
Nashville, Tennessee 37238-2700

James B. Wright, Esq.
United Telephone-Southeast, Inc.
14111 Capital Boulevard
Wake Forest, NC 27587-5900

Ardmore Telephone Company, Inc.
Terry Wales, General Manager
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449

Century Telephone of Adamsville
David Dickey, Division Manager
P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310

Century Telephone of Claiborne
Don Ray Fannon, Division Manager
P.O. Box 100
57 Main Street
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale, Inc.
Terry Crutchfield, Division Manager
P.O. Box 782

5616 Main Street
Ooltewah, TN 37363

Citizens Telephone Company of Tennessee
Citizens Telecommunications Company of the Volunteer State
Mike Swatts, State Regulatory Director, South
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

TDS Telecom-Tellico Telephone Company, Inc.
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009

Loretto Telephone Company, Inc.
Louise Brown, President
P.O. Box 130
Loretto, TN 38469

Millington Telephone Company, Inc.
W. S. Howard, President
4880 Navy Road
Millington, TN 38053

Sprint-United
Steve Parrott
Director-Regulatory Affairs
112 Sixth Street
Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange, Inc.
Jerry R. Parkerson, Manager
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County Telephone Company
Bernard R. Arnold, Manager
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552

TDS Telecom-Tennessee Telephone Company
P.O. Box 18139
Knoxville, TN 37928-2139

TEC-Crockett Telephone Company, Inc.
P.O. Box 7
Friendship, TN 38034

TEC-People's Telephone Company, Inc.
P.O. Box 310
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.
P.O. Box 10
244 E. Main Street
Bradford, TN 38316

United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034



April A. Ingram

EXHIBIT "A"

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
AS A FOREIGN CORPORATION**

Secretary of State

Corporations Section

es K. Polk Building, Suite 1800

shville, Tennessee 37243-0306

DATE: 11/09/99

REQUEST NUMBER: 3765-0375

TELEPHONE CONTACT: (615) 741-2286

FILE DATE/TIME: 11/09/99 1113

EFFECTIVE DATE/TIME: 11/09/99 1113

CONTROL NUMBER: 0379695

TO:
T CORP SYSTEM
30 GAY ST

KNOXVILLE, TN 37902

RE:
EMPIRE TELECOM SERVICES, INC.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FROM: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 11/09/99

FROM:
T CORPORATION SYSTEM (ATLANTA, GA.)
201 PEACHTREE ST.,
S.E., STE 1240
ATLANTA, GA 30361-0000

	RECEIVED:	FEES	
		\$600.00	\$0.00
	TOTAL PAYMENT RECEIVED:	\$600.00	

RECEIPT NUMBER: 00002570421
ACCOUNT NUMBER: 00000009



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR

Empire Telecom Services, Inc.

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is Empire Telecom Services, Inc.

If different, the name under which the certificate of authority is to be obtained is _____

[NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d).]

2. The state or country under whose law it is incorporated is Georgia

3. The date of its incorporation is 8-13-99 (must be month, day, and year), and the period of duration, if other than perpetual, is _____

4. The complete street address (including zip code) of its principal office is

9040 Roswell Rd., Ste. 480, Atlanta, GA 30350

Street	City	State/Country	Zip Code

5. The complete street address (including the county and the zip code) of its registered office in this state is

c/o C T CORPORATION SYSTEM, 530 Gay Street, Knoxville, Tennessee, Knox 37902

Street	City/State	County	Zip Code

The name of its registered agent at that office is

C T CORPORATION SYSTEM

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

see attached

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

see attached

8. The corporation is a corporation for profit.

9. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is

_____, 19____ (date), _____ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than one (1) month prior to the date the application is filed in this state.]

Signature Date

President & Secretary

Signer's Capacity

Empire Telecom Services, Inc.
Name of Corporation

Signature
W. Dale Smith

Named (typed or printed)



SS-4431 (rev. 7/93)

RDA 1678

EXHIBIT "B"

**CERTIFICATE OF INCORPORATION,
ARTICLES OF INCORPORATION AND BY-LAWS**

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: K933291
EFFECTIVE DATE: 03/13/1999
COUNTY : FULTON
REFERENCE : 0077
PRINT DATE : 03/13/1999
FORM NUMBER : 311

MORRIS, MANNING & MARTIN
CHRISTINE VOGT
3343 PEACHTREE RD., STE. 1600
ATLANTA, GA 30326

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

EMPIRE TELECOM SERVICES, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State

ARTICLES OF INCORPORATION

I.

The name of the Corporation is:

Empire Telecom Services, Inc.

II.

The Corporation shall have authority to issue not more than one million (1,000,000) shares of common stock of \$0.01 par value per share. The Board of Directors may from time to time distribute to shareholders its assets, in cash or in property, as permitted by applicable law.

III.

The initial registered office of the Corporation shall be at 9040 Roswell Rd., Ste. 480, Atlanta, GA 30328. The initial registered agent of the Corporation shall be W. Dale Smith.

IV.

The name and address of the incorporator is:

Grant W. Collingsworth
MORRIS, MANNING & MARTIN, L.L.P.
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326

V.

The mailing address of the initial principal office of the Corporation is:

9040 Roswell Rd., Ste. 480, Atlanta, GA 30328

VI.

The Corporation is organized for the purpose of engaging in any and all lawful businesses not specifically prohibited to corporations for profit under the laws of the State of Georgia, and the Corporation shall have all powers necessary to conduct any such businesses and all other powers enumerated in the Georgia Business Corporation Code or under any act amendatory thereof, supplemental thereto or substituted therefor.

VII.

No director of the Corporation shall have liability to the Corporation or to its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except that this Article VII shall not eliminate or limit the liability of a director: (i) for any appropriation, in violation of his duties, of any business opportunity of the Corporation; (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law; (iii) for the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code; or (iv) for any transaction from which the director received an improper personal benefit. Neither the amendment nor repeal of this Article VII, nor the adoption of any provision of the Articles of Incorporation of the Corporation inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any act or failure to act, or any cause of action, suit or claim that, but for this Article VII, would accrue or arise prior to any amendment, repeal or adoption of such an inconsistent provision. If the Georgia Business Corporation Code is subsequently amended to provide for further limitations on the personal liability of directors of corporations for breach of duty of care or other duty as a director, then the personal liability of the directors of the Corporation shall be so further limited to the greatest extent permitted by the Georgia Business Corporation Code.

VIII.

Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by all of the shareholders entitled to vote on the action, or by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. All voting shareholders of record who did not participate in taking the action shall be given written notice of the action not more than ten (10) days after the taking of action without a meeting. An action by less than unanimous consent may not be taken with respect to any election of directors as to which shareholders would be entitled to cumulative voting.

IX.

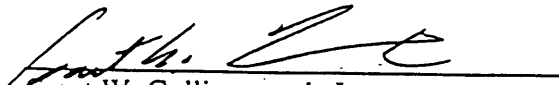
The initial Board of Directors shall consist of three (3) members who shall be as follows:

W. Dale Smith

William S. Woulfin

Alan B. Thomas, Jr.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.


Grant W. Collingsworth, Incorporator

SECRETARY OF STATE

AUG 13 2 24 PM '99

BSA 51

BYLAWS
OF
EMPIRE TELECOM SERVICES, INC.

Dated: August 13, 1999

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BYLAWS OF
EMPIRE TELECOM SERVICES, INC.

ARTICLE I.

Offices

Section 1. Registered Office. The registered office shall be in the State of Georgia, County of Fulton. The Board of Directors from time to time may change the address of the registered office, which may be, but need not be, the principal office of the Corporation.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Georgia as the Board of Directors may from time to time determine and the business of the Corporation may require or make desirable.

ARTICLE II.

Meetings of Shareholders

Section 1. Place of Meeting. All meetings of the Shareholders may be held either within or without the State of Georgia, but in the absence of notice to the contrary Shareholders' meetings shall be held at the principal office of the Corporation.

Section 2. Annual Meetings. The Annual Meeting of the Shareholders shall be held annually within six (6) months after the end of each fiscal year of the Corporation. Failure to hold the Annual Meeting as aforesaid shall not work a forfeiture or dissolution of the Corporation nor shall such failure affect otherwise valid corporate acts.

Section 3. Special Meetings. Special Meetings of the Shareholders shall be called (a) by the President, Chairman of the Board or Secretary and by the President or Secretary when so directed by the Board of Directors, or (b) upon the written request of the holders of at least twenty-five percent (25%), or such greater or lesser percentage as may be provided in the Articles of Incorporation, of all the votes entitled to be cast on any issue proposed to be considered at the proposed Special Meeting; provided, however, such written request shall be signed and dated by such holders and delivered to the Corporation and, further provided, such written request shall set forth the purpose or purposes for which such meeting is to be held, or (c) if the Corporation has 100 or fewer shareholders of record, upon written request of the holders of at least twenty-five percent (25%), or such lesser percentage as may be provided in the Articles of Incorporation, of all the votes entitled to be cast on any issue to be considered at the proposed Special Meeting; provided, however, such written request shall be signed and dated by such holders and delivered to the Corporation and, further provided, such written request shall set

forth the purpose or purposes for which such meeting is to be held. Business transacted at such Special Meetings shall be restricted to the purpose or purposes stated in the notice.

Section 4. Notice of Meetings. The Corporation shall give notice stating the date, time and place of each Shareholders' Meeting, whether special or annual, not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall be in writing unless oral notice is reasonable under the circumstances and may be communicated in person, by telephone, telegraph, teletype, or other form of wire or wireless communication, or by mail or private carrier, to each Shareholder of record entitled to vote at such meeting, at such address as last appears on the books of the Corporation. In the case of a Special Meeting, the notice of the meeting must include a description of purpose or purposes for which the meeting is called. Notice of any adjourned meeting need not be given otherwise than by announcement at the meeting, at which the adjournment is taken; provided however, if a new record date for the adjourned meeting is or must be fixed pursuant to Section 11 of Article II of these Bylaws, notice of the adjourned meeting shall be given to persons who are Shareholders as of the new record date. For the purpose of these Bylaws, when notice is delivered by mail, notice of a meeting is deemed to be given upon deposit of the written notice in the United States mail, properly addressed with adequate prepaid postage thereon.

Section 5. Waiver of Notice. Any Shareholder may waive notice of any meeting, whether special or annual, either before, at or after the meeting, and a Shareholder's attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice and waiver of any and all objections to the date, time, place, manner of calling, or consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, except when the Shareholder attends the meeting solely for the purpose of stating such objection. However, any waiver of the notice of a meeting of Shareholders required with respect to an amendment of the Articles of Incorporation, a plan of merger or share exchange, a sale of assets, or any other action which would entitle the Shareholder to dissent pursuant to O.C.G.A. § 14-2-1302 and obtain payment for his shares shall not be effective except upon compliance with the provisions of O.C.G.A. § 14-2-706(c).

Section 6. Voting Group. A Voting Group means all shares of one or more classes or series that under the Articles of Incorporation or the Georgia Business Corporation Code ("Code") are entitled to vote and be counted together collectively on a matter at a meeting of the Shareholders. All shares entitled by the Articles of Incorporation or the Code to vote generally on the matter are for that purpose a single Voting Group. If the Articles of Incorporation or the Code provide for voting by a single Voting Group on a matter, action on that matter is taken when voted upon by that Voting Group as provided in Section 7. If the Articles of Incorporation or the Code provide for voting by two or more Voting Groups on a matter, action on that matter is taken only when voted upon by each of those Voting Groups counted separately as provided in Section 7. Action may be taken by one Voting Group on a matter even though no action is taken by another Voting Group entitled to vote on the matter.

Section 7. Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote thereon, represented in person or by proxy, shall constitute a quorum at a

meeting of the Shareholders and shall be requisite for the transaction of business except as otherwise provided by law or these Bylaws. If, however, such quorum shall not be represented in person or by proxy at any meeting of the Shareholders, a majority of such shares as are represented in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, as required by law, until a quorum shall be represented in person or by proxy. At such reconvened meeting at which a quorum shall be represented, any business may be transacted which might have been transacted at the meeting as originally convened.

Shares entitled to vote as a separate Voting Group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the Articles of Incorporation provide otherwise, a majority of the votes entitled to be cast on the matter by the Voting Group constitutes a quorum of that Voting Group for action on that matter. Once a share is represented for any purpose at a meeting other than solely to object to holding the meeting or transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. If a quorum exists, action on a matter (other than the election of Directors) by a Voting Group is approved if the votes cast within the Voting Group favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws or the Code requires a greater number of affirmative votes.

Section 8. Voting. When a quorum is represented at any meeting, the vote of the holders of a majority of the shares outstanding and entitled to vote, present in person or represented by proxy, shall determine any matter brought before the meeting, except that if the question is one upon which, by express provision of the statute or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Except as otherwise provided for in the Articles of Incorporation, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a Shareholders' Meeting. At any meeting of the Shareholders, each Shareholder having the right to vote shall be entitled to vote in person or by proxy appointed by an instrument in writing subscribed to by the Shareholder and bearing a date not more than eleven (11) months prior to such meeting, unless such instrument provides for a longer period.

Section 9. Action of Shareholders Without a Meeting. Any action required to be taken at a meeting of the Shareholders, or any action which may be taken at a meeting of the Shareholders, may be taken without a meeting if written consent and approval, setting forth the date of signature and the action authorized, shall be signed and dated by all Shareholders entitled to vote on such action or, if so provided in the Articles of Incorporation, any persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote were present and voted, provided that action by less than unanimous written consent may not be taken with respect to any election of Directors as to which Shareholders would be entitled to cumulative voting. Such approval and consent so filed shall have the same effect as a unanimous vote of the Shareholders at a Special Meeting called for considering the action authorized. However, no

such majority written consent shall be effective except upon compliance with the provisions of O.C.G.A. § 14-2-704(b).

Section 10. Removal of Directors. At any meeting of Shareholders with respect to which notice of such purpose has been given, one or more Directors may be removed, with or without cause, by the affirmative vote of the holders of a majority of the shares entitled to vote at an election of Directors; provided, however, if cumulative voting is required for the election of Directors, then a Director may only be removed if the votes cast against his removal would be sufficient to elect him when cumulatively voted at an election of the entire Board of Directors. If a Director is elected by a Voting Group of Shareholders, only the Shareholders of that Voting Group may participate in the vote to remove the Director. If the Directors have staggered terms, Directors may be removed only for cause unless the Articles of Incorporation provide otherwise. A removed Director's successor may be elected at the same meeting to serve the unexpired term.

Section 11. Record Date. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or in order to make a determination of Shareholders for any other proper purpose, the Board of Directors of the Corporation may fix in advance a date as the record date not more than seventy (70) days before the meeting or action requiring a determination of Shareholders. When a determination of Shareholders entitled to notice of or to vote at any meeting of Shareholders has been made as provided in this Section 11, such determination shall apply to any adjournment and reconvened meeting thereof, unless the Board of Directors sets a new record date under this section for the reconvened meeting. If the adjournment is for a date more than 120 days after the date fixed for the original meeting, a new record date must be fixed.

ARTICLE III.

Board of Directors

Section 1. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors. In addition to the powers and authority expressly conferred upon it by these Bylaws, the Board of Directors shall exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 2. Number and Election. The Board of Directors of the Corporation shall consist of not less than one (1) nor more than nine (9) individuals. The precise number of Directors shall be fixed by resolution of either the Shareholders or the Board of Directors from time to time. The Directors shall be elected at the Annual Meeting of the Shareholders by a plurality of the votes cast by the shares represented in person or by proxy, except that succeeding Directors may be elected at a Special Meeting of the Shareholders and as provided in Section 10 of Article II. Directors need not be Shareholders.

Section 3. Term of Office. Each Director (whether elected at an Annual Meeting of Shareholders or otherwise) shall hold office until the Annual Meeting of Shareholders held next after his election, and thereafter until his successor shall have been duly elected and qualified or until his earlier death, resignation, removal, retirement or disqualification. The terms of all Directors shall expire at the next Annual Meeting of Shareholders following their election. Despite the expiration of a Director's term, the Director shall continue to serve until a successor is elected and qualifies, or until there is a decrease in the number of Directors.

Section 4. Vacancy. Any vacancy occurring in the Board of Directors by death, resignation, retirement, disqualification, increase in the number of Directors or otherwise may be filled by the first to take action of (a) the Shareholders, or (b) the Board of Directors, and if the Directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. If a vacancy occurs as provided for in Section 10 of Article II, such vacancy may be filled as provided for in such section. If the vacant office was held by a Director elected by a Voting Group of Shareholders, only the holders of shares of that Voting Group or the remaining Directors elected by that Voting Group are entitled to fill the vacancy.

Section 5. Meetings of the Board of Directors. The first meeting of each newly elected Board of Directors shall follow immediately after the Annual Meeting of the Shareholders and be held at the same place as the Annual Meeting of the Shareholders, or may be held at such time and place as shall be fixed by the consent in writing of all the Directors. No notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute a meeting of the Board of Directors, provided a quorum shall be present. Special Meetings of the Board of Directors may be called by the Chairman of the Board or the President and may be held at any reasonable place and time and for any purpose. Special Meetings shall also be called upon request in writing of two (2) Directors of the Corporation and may be held at any time on written waiver of notice or by the consent of all the Directors.

Section 6. Notice of Meetings. Unless the Articles of Incorporation provide otherwise, regular meetings of the Board of Directors may be held without notice of the date, time, place or purpose of the meeting. Unless the Articles of Incorporation provide otherwise, every Special Meeting shall be preceded by at least two (2) days' notice of the date, time and place of the meeting. Such notice shall be in writing unless oral notice is reasonable under the circumstances, and may be communicated in person, by telephone, telegraph, teletype, telecopy, or other forms of wire or wireless communication, or by mail or private carrier. Such notice need not specify the purpose of the Special Meeting of the Board unless required by the Articles of Incorporation. For the purpose of these Bylaws, when notice is delivered by mail, notice of a meeting is deemed to be given two (2) days after deposit of the written notice in the United States mail, properly addressed with adequate prepaid postage thereon.

Section 7. Waiver of Notice. A Director may waive notice of any meeting either before, at or after the meeting stated in the notice. Except as specified herein, the waiver must be in writing, signed by the Director entitled to notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or

participation in a meeting waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 8. Place of Meetings. The Directors may hold their meetings at the principal office of the Corporation or at such other place or places, either in the State of Georgia or elsewhere, as they may from time to time determine.

Section 9. Participation by Communication. Unless the Articles of Incorporation provide otherwise, the Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 10. Quorum. Unless a greater number is required by the Articles of Incorporation or the Code, a majority of the Directors in office immediately before the meeting begins shall constitute a quorum of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors present thereat may adjourn the meeting from time to time until such time as a quorum shall be present. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken. At such reconvened meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally convened.

Section 11. Voting. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors unless the Articles of Incorporation or the Code requires the vote of a greater number of Directors.

Section 12. Action Without a Meeting. Unless the Articles of Incorporation provide otherwise, action required or permitted to be taken at a Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board of Directors. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

Section 13. Compensation of Directors. Unless the Articles of Incorporation provide otherwise, the Board of Directors may fix the compensation of Directors.

Section 14. Specific Powers of Directors. The Board of Directors shall also have power:

- (a) to purchase or otherwise acquire property, rights, or privileges for the Corporation, which the Corporation has power to make, at such prices and on such terms as the Board of Directors may deem proper;
- (b) to pay for such property, rights or privileges in whole or in part with money, stocks, bonds, debentures or other securities of the Corporation, or by the delivery of other property of the Corporation;
- (c) to create, make and issue mortgages, bonds, deeds of trust, trust agreements and negotiable or transferable instruments and securities, secured by mortgages or otherwise, and to do every act and thing necessary to effectuate the same;
- (d) to elect the corporate officers and fix their salaries, to appoint employees and trustees, and to dismiss them at its discretion, to fix their duties and emoluments, and to change them from time to time, and to require security as it may deem proper;
- (e) to confer on any officer of the Corporation the power of selecting, discharging or suspending such employees; and
- (f) to determine by whom and in what manner the Corporation's bills, notes, receipts, acceptances, endorsements, checks, releases, contracts, or other documents shall be signed.

ARTICLE IV.

Committees

Section 1. Appointing Committees. Unless the Articles of Incorporation provide otherwise, the Board of Directors may create one (1) or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one (1) or more members, who serve at the pleasure of the Board of Directors.

Section 2. Powers of Committees. To the extent specified by the Board of Directors or in the Articles of Incorporation, each committee may exercise the authority granted to the Board of Directors, except that a committee may not:

- (a) approve or propose to Shareholders an action that the Code requires to be approved by Shareholders;
- (b) fill vacancies on the Board of Directors or on any of its committees;
- (c) amend the Articles of Incorporation pursuant to O.C.G.A. § 14-2-1002;

- (d) adopt, amend, or repeal Bylaws; or
- (e) approve a plan of merger not requiring Shareholder approval.

Section 3. Committee Meetings, Quorum and Voting. Sections 6, 7, 8, 9, 10, 11 and 12 of Article III of these Bylaws which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, apply to committees and their members.

Section 4. Removal from Committees. The Board of Directors shall have power at any given time to remove any member of any committee, with or without cause, and to fill vacancies in and to dissolve any such committee.

Section 5. Executive Committee. The Board of Directors may, from time to time by majority vote of the Directors, elect one (1) or more Directors as an Executive Committee to serve until its authority is revoked or its membership is changed by a majority vote of the Directors. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all of the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers herein or in the Articles of Incorporation specifically granted to the Board of Directors, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to:

- (a) Amending the Articles of Incorporation or Bylaws of the Corporation;
- (b) Adopting a plan of merger or consolidation;
- (c) Accomplishing the sale, lease, exchange or other disposition of all or substantially all of the property and assets of the Corporation; or
- (d) Adopting a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 6. Compensation Committee. The Board of Directors may, from time to time by a majority vote of the Directors, elect one or more Directors as a Compensation Committee to serve until its authority is revoked or its membership is changed by a majority vote of the Directors. The Compensation Committee shall have the power and authority to formulate, review and recommend to the full Board of Directors compensation proposals with respect to the following matters, provided the Compensation Committee may consult the President or an officer of the Corporation with regard to compensation issues:

- (a) All forms of compensation for Directors and officers of the Corporation, including the form and amount of current salary, deferred salary, cash and non-cash benefits and salary plans for other employees of the Corporation;
- (b) Statutory and nonstatutory stock options, stock appreciation rights, phantom stock rights, and any other form of current or deferred compensation payable in the form of the Corporation's stock and/or payable with respect to the current or future value of the Corporation's stock; and
- (c) Corporate perquisites including special benefits to be considered within general corporate policies, establishment of categories of management personnel to whom benefits will be provided or who will be permitted to use benefits, and determination of special benefits on a case by case basis.

The Compensation Committee shall consist of one or more members of the Board of Directors who shall serve until such time as their successors are elected to the Compensation Committee or such time as such person ceases being a member of the Board of Directors or the Compensation Committee. Any action of the Compensation Committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or without a meeting by written consent of all of the members of the Committee. The members of the Compensation Committee shall be empowered to participate in a meeting of such Committee by means of conference telephone or similar communications equipment through which all persons participating at the meeting can hear each other.

The Compensation Committee shall keep minutes of its meetings which minutes shall be reviewed by the Board of Directors and inserted in the Corporation's records.

Section 7. Audit Committee. The Board of Directors may, from time to time by a majority vote of the Directors, elect one or more Directors as an Audit Committee to serve until its authority is revoked or its membership is changed by a majority of the Directors. The Board may designate persons other than Directors to serve as non-voting members of this Committee. The Audit Committee shall:

- (a) recommend to the full Board of Directors the selection of the Corporation's independent accountants;
- (b) review the Corporation's financial statements and the report thereon issued by the Corporation's independent accountants;

- (c) review financial reporting procedures for the Corporation;
- (d) evaluate internal controls of the Corporation;
- (e) assess the performance of the Corporation's independent auditors; and
- (f) perform such other tasks as may be designated by a majority of the Directors or as required by applicable state and federal laws and regulations.

Any action of the Audit Committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or without a meeting by written consent of all of the members of the Committee. Further, the members of the Audit Committee shall be empowered to participate in a meeting of such Committee by means of a conference telephone or similar communications equipment through which all persons participating at the meeting can hear each other.

The Audit Committee shall keep minutes of its meetings which minutes shall be reviewed by the Board of Directors and inserted in the Corporation's records.

ARTICLE V.

Officers

Section 1. Number. The officers of the Corporation shall be designated and elected by the Board of Directors with such responsibilities and duties as may be designated by the Board of Directors consistent with this Article V. The Board of Directors shall elect at least one officer who shall be responsible for preparing minutes of the Directors' and Shareholders' meetings and for authenticating records of the Corporation. Any two or more offices may be held by the same person. No officer need be a Shareholder.

Section 2. Election and Term. All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to this Article V and shall serve at the pleasure of the Board of Directors and the appointing officers as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

Section 3. Salaries. The salaries and compensation of all officers appointed by the Board of Directors shall be fixed by the Board of Directors, unless the Directors delegate such power to any officer or officers. Any payment made to an officer of the Corporation such as salary, commission, bonus, interest, or rent, or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the Corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each amount disallowed. In lieu of payment by the officer, subject to the determination of the Directors, proportionate amounts may be withheld from his or her future compensation payments until the amount owed to the Corporation has been recovered.

Section 4. Chairman of the Board. The Chairman of the Board, if one shall so be elected, shall preside at all meetings of the Board of Directors. He shall be an executive and operating officer of the Corporation, and he shall share with the President the general supervision and administration over all the Corporation's affairs and shall have the same powers specifically given to the President herein.

Section 5. President.

- (a) The President, if one shall be so elected, shall preside at all meetings of the Shareholders; in the absence of a Chairman, he shall preside at all meetings of the Board of Directors; he shall be the chief executive and operating officer of the Corporation and shall have general and active management of the business of the Corporation, and shall exercise general supervision and administration over all of its affairs with power to make all contracts in the conduct of the regular and ordinary business of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect.
- (b) The President shall execute deeds, bonds, notes, mortgages and other contracts on behalf of the Corporation.
- (c) The President shall be ex-officio a member of all standing committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.
- (d) The President may appoint and discharge agents and employees of the Corporation and fix their compensation subject to the general supervisory power of the Board of Directors, and do and perform such other duties as from time to time may be assigned to the President by the Board of Directors and as may be authorized by law. The President may from time to time appoint one or more Assistant Secretaries of the Corporation.

Section 6. Vice President. The Vice President, if one shall so be elected, shall, in the absence or disability of the President, perform all of the duties and exercise all of the powers of the President and shall perform such other duties as the Board of Directors shall request or delegate. If there is more than one (1) Vice President, the one designated by the Board of Directors shall act in the absence of the President.

Section 7. Secretary. The Secretary, if one shall so be elected, shall keep accurate records of the acts and proceedings of all meetings of Shareholders, Directors and committees of Directors. The Secretary shall give, or cause to be given, notice of all meetings of the Shareholders and any meetings of the Board of Directors, and other notices required by law or these Bylaws, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be. The Secretary shall keep in safe custody the seal of the Corporation, and the Secretary or any other officer may affix the same to any instrument requiring it and, when so affixed, it may be attested by the Secretary's signature or by the signature of an Assistant Secretary. Notwithstanding the foregoing, unless otherwise required by law or the Code, the seal of the Corporation need not be affixed to any documents or instruments, nor must the Secretary or Assistant Secretary attest any such document or instrument. In the absence or disability of the Secretary or at the direction of the President, any Assistant Secretary or other officer designated by the Board of Directors may perform the duties and exercise the powers of the Secretary.

Section 8. Treasurer.

- (a) The Treasurer, if one shall so be elected, shall have custody of and be responsible for all funds and securities, receipts and disbursements of the Corporation, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit or cause to be deposited, all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.
- (b) The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors or by the President, taking proper vouchers for such disbursements, and shall render to the President and Directors, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation, and at the regular meeting of the Board of Directors next preceding the Annual Shareholders' Meeting, a like report for the preceding year.
- (c) The Treasurer shall keep an account of stock registered and transferred in such manner and subject to such regulations as the Board of Directors may prescribe.
- (d) The Treasurer shall give the Corporation a bond, if required by the Board of Directors, in such sum and in form and with security satisfactory to the Board of Directors for the faithful performance of the duties of the office and the restoration to the Corporation in case of the Treasurer's death, resignation or removal from office, of all books, papers, vouchers, money and other property of

whatever kind in the possession of the Treasurer, belonging to the Corporation. The Treasurer shall perform such other duties as the Board of Directors may from time to time prescribe or require.

Section 9. Duties of Officers May Be Delegated. In case of the absence of any officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any Director, a majority of the entire Board of Directors concurring therein.

ARTICLE VI.

Contracts, Checks, Drafts, Bank Accounts and Documents

Section 1. Execution of Contracts and Documents. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on the behalf of the Corporation, and such authority may be general or confined to specific instances, and unless so authorized by the Board of Directors or by an officer or committee to whom the power to prescribe such authority is delegated pursuant to the provisions of these Bylaws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for damages, whether monetary or otherwise, for any purpose or for any amount.

Section 2. Loans. No loan shall be contracted on behalf of the Corporation, and no negotiable paper shall be issued in its name, unless authorized by the Board of Directors. When so authorized, any officer or agent of the Corporation may effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes or other evidence of indebtedness of the Corporation, and when authorized as aforesaid, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation may mortgage, pledge, hypothecate or transfer any real or personal property at any time held by the Corporation and to that end execute instruments of mortgage or pledge or otherwise transfer said property. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the President or such other person or persons and in such manner as shall, from time to time, be determined by the Board of Directors.

Section 4. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation under such conditions and in such banks, trust companies or other depositories as the Board of Directors may designate or as may be designated by an officer or officers or agent or agents of the Corporation to whom such power may, from time to time, be determined by the Board of Directors.

Section 5. Proxies. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or agent or agents of the Corporation in the name and on behalf of the Corporation to cast the vote which the Corporation may be entitled to cast as a Shareholder or otherwise in any other corporation any of the stock or other securities of which is held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, and may instruct the person or persons so appointed as to the manner of casting such vote or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation such written proxies or other instruments as the President may deem necessary or proper in the premises.

Section 6. Conflicting Interest Transactions of Directors or Officers. Contracts and transactions of the Corporation in which a Director or officer may have a conflicting interest (as such term is defined in O.C.G.A. § 14-2-860) shall not be voidable solely because of the involvement or vote of such Director or officer provided compliance with the provisions of O.C.G.A. § § 14-2-860 through 14-2-864.

ARTICLE VII.

Share Certificates

Section 1. Authorization and Issuance of Shares. In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

Section 2. Share Certificates. All shares issued by the Corporation shall be evidenced by a certificate or certificates. Each certificate of stock of the Corporation shall be numbered, shall be entered in the books of the Corporation, and shall be signed, either manually or in facsimile, by any one of the President, a Vice President, the Secretary, or the Treasurer or such other officer or officers as designated to sign such certificates, from time to time, by the Board of Directors. In any case in which any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or

otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature shall have been used thereon had not ceased to be such officer or officers. If a share certificate is signed in facsimile, then it shall be countersigned by a transfer agent or registered by a registrar other than the Corporation itself or an employee of the Corporation. The corporate seal need not be affixed to the share certificate. Each certificate representing shares shall set forth upon the face thereof:

- (a) The name of the Corporation;
- (b) That the Corporation is organized under the laws of the State of Georgia;
- (c) The name of the person to whom issued; and
- (d) The number and class of shares and the designation of the series, if any, such certificate represents.

Section 3. Record of Shareholders. The Corporation shall keep a record of the Shareholders of the Corporation which readily shows, in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders, including those Shareholders entitled to vote, with the address of and the number of shares held by each.

Section 4. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require or give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5. Transfers of Stock. The transfers of stock shall be made on the books of the Corporation by the holder thereof, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 4 of this Article VII of these Bylaws.

Section 6. Registered Shareholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by laws of the state of incorporation.

Section 7. Fractional Shares or Scrip. The Board of Directors may:

- (a) issue fractions of a share or pay in money the value of fractions of a share;
- (b) arrange for disposition of fractional shares by or for the account of the Shareholders;
- (c) issue scrip in registered or bearer form entitling the holder to receive a full share upon surrendering enough scrip to equal the full share.

Each certificate representing scrip shall be conspicuously labeled "scrip" and shall contain the information required by O.C.G.A. § 14-2-625(b). Holders of fractional shares shall be entitled to exercise the rights of a Shareholder, including the right to vote, to receive dividends, and to participate in the assets of the Corporation upon liquidation. Holders of scrip shall not, unless expressly authorized by the Board of Directors, be entitled to exercise any rights of a Shareholder of the Corporation, including voting rights, dividends, and the right to participate in distribution of assets of the Corporation in the event of liquidation. The Board of Directors may authorize the issuance of scrip subject to any condition considered desirable, including: (i) that the scrip will become void if not exchanged for full shares before a specified date and (ii) that the shares for which the scrip is exchangeable may be sold and the proceeds paid to the scripholders.

ARTICLE VIII.

Indemnification

Section 1. Definitions. As used in this Article VIII, the term:

- (a) "Corporation" includes any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.
- (b) "Director" or "officer" means an individual who is or was a director or officer, respectively, of the Corporation or who, while a director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the director or officer to the plan or to participants in or beneficiaries of the plan. Director or officer includes, unless the context requires otherwise, the estate or personal representative of a director or officer.
- (c) "Disinterested director" means a director who at the time of a vote is not a party to the proceeding or an individual having familial, financial, professional, or employment relationship with the director whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's judgment when voting on the decision being made.
- (d) "Expenses" include counsel fees.
- (e) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.
- (f) "Official capacity" means when used with respect to a director, the office of director in the Corporation, or when used with respect to an officer, the office in the Corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.
- (g) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

- (h) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

Section 2. Authority to Indemnify.

- (a) Except as otherwise provided in this Section 2, the Corporation shall indemnify an individual who is made a party to a proceeding because he or she is or was a director against liability incurred by him or her in the proceeding if such individual conducted himself or herself in good faith, and such individual reasonably believed:
- (1) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the Corporation;
 - (2) In all other cases, that such conduct was at least not opposed to the best interests of the Corporation; and
 - (3) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful.
- (b) An individual's conduct with respect to an employee benefit plan for a purpose he or she believed in good faith to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection (a) of this Section 2.
- (c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, be determinative that an individual did not meet the standard of conduct set forth in this Section 2.
- (d) The Corporation shall not indemnify an individual under this Article VIII:
- (1) In connection with a proceeding by or in the right of the Corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the individual has met the relevant standard of conduct under this Section 2; or
 - (2) In connection with any other proceeding with respect to conduct for which the individual was adjudged liable on the basis that personal benefit was improperly received by such individual, whether or not involving action in his or her official capacity, and then only to the extent that, a court of competent jurisdiction determines pursuant to O.C.G.A. § 14-2-854 that in view of the circumstances of the case, such individual is fairly and reasonably entitled to indemnification.

Section 3. Advance for Expenses.

- (a) The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding because he or she is a director if he or she delivers to the corporation:
 - (1) A written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of these bylaws or that the proceeding involves conduct for which liability has been eliminated under the Corporation's Articles of Incorporation; and
 - (2) His or her written undertaking to repay any funds advanced if it is ultimately determined that the individual is not entitled to indemnification under this Article VIII.
- (b) The undertaking required by paragraph (2) of subsection (a) of this Section 3 must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.
- (c) Authorizations under this Section 3 shall be made:
 - (1) By the Corporation's Board of Directors:
 - (A) When there are two or more disinterested directors, by a majority vote of all the disinterested directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee with two or more disinterested directors appointed by such a vote; or
 - (B) When there are fewer than two disinterested directors, by the vote necessary for action by the Board in accordance with subsection (c) of O.C.G.A. § 14-2-824, in which authorization directors who do not qualify as disinterested directors may participate; or
 - (2) By the shareholders, but shares owned or voted under the control of a director who at the time does not qualify as a disinterested director with respect to the proceeding may not be voted on the authorization.

Section 4. Court-Ordered Indemnification and Advances for Expenses.

- (a) An individual who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. After receipt of an application and after giving any notice it considers necessary, the court shall:
 - (1) Order indemnification or advance for expenses if it determines that the individual is entitled to indemnification; or
 - (2) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the individual or to advance expenses to the individual, even if the individual has not met the relevant standard of conduct set forth in Section 2 of these bylaws, failed to comply with Section 3 of these bylaws, or was adjudged liable in a proceeding referred to in Section 2 of these bylaws, but if the individual was adjudged so liable, the indemnification is limited to reasonable expenses incurred in connection with the proceeding.
- (b) If the court determines that the individual is entitled to indemnification or advance for expense under this Section 4, it may also order the Corporation to pay the individual's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

Section 5. Determination and Authorization of Indemnification.

- (a) The Corporation shall not indemnify a director under Section 2 of this Article VIII above unless authorized thereunder and a determination has been made for a specific proceeding that indemnification of such individual is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in Section 2 of this Article VIII; provided, however, that regardless of the result or absence of any such determination, to the extent that such individual has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director, the Corporation shall indemnify such individual against reasonable expenses incurred by him or her in connection therewith.
- (b) The determination specified in subsection (a) of this Section 5 shall be made:
 - (1) If there are two or more disinterested directors, by the Board of Directors by majority vote of all disinterested directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote;

- (2) By special legal counsel:
 - (A) Selected in the manner prescribed in paragraph (1) of this subsection (b) of this Section 5; or
 - (B) If there are fewer than two disinterested directors, selected by the Board of Directors (in which selection directors who do not qualify as disinterested directors may participate); or
- (3) By the shareholders, but shares owned by or voted under the control of directors or officers who at the time do not qualify as disinterested directors or officers may not be voted on the determination.
- (c) Authorization of indemnification or an obligation to indemnify and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subparagraph (b)(2)(B) of this Section 5 to select special legal counsel.

Section 6. Shareholder Approved Indemnification.

- (a) If authorized by the Articles of Incorporation, a bylaw, contract or resolution approved or ratified by the shareholders of the Corporation by a majority of the votes entitled to be cast, the Corporation shall indemnify or obligate itself to indemnify a director made a party to a proceeding including a proceeding brought by or in the right of the Corporation, without regard to the limitations in other Sections of this Article VIII, but shares owned or voted under the control of a director who at the time does not qualify as a disinterested director with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.
- (b) The Corporation shall not indemnify an individual under this Section 6 for any liability incurred in a proceeding in which such individual is adjudged liable to the Corporation or is subjected to injunctive relief in favor of the Corporation:
 - (1) For any appropriation, in violation of his or her duties, of any business opportunity of the Corporation;
 - (2) For acts or omissions which involve intentional misconduct or a knowing violation of law;
 - (3) For the types of liability set forth in O.C.G.A. § 14-2-832; or
 - (4) For any transaction from which he received an improper personal benefit.

- (c) Where approved or authorized in the manner described in subsection (a) of this Section 6, the Corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if:
- (1) The director furnishes to the Corporation a written affirmation of his good faith belief that his conduct does not constitute behavior of the kind described in subsection (b) of this Section 6; and
 - (2) The director furnishes to the Corporation a written undertaking, executed personally or on his behalf, to repay any advances if it is ultimately determined that he is not entitled to indemnification under this Section 6 of this Article VIII.

Section 7. Indemnification of Officers, Employees and Agents.

- (a) The Corporation may indemnify and advance expenses under this Section 7 to an officer of the Corporation who is a party to a proceeding because he or she is an officer of the Corporation provided, however, that regardless of the result or absence of any such determination, to the extent that such individual has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was an officer, the Corporation shall indemnify such individual against reasonable expenses incurred by him or her in connection therewith:
- (1) To the same extent as a director; and
 - (2) If he or she is not a director, to such further extent as may be provided by the Articles of Incorporation, the Bylaws, a resolution of the Board of Directors, or contract except for liability arising out of conduct that constitutes:
 - (A) Appropriation, in violation of his or her duties, of any business opportunity of the Corporation;
 - (B) Acts or omissions which involve intentional misconduct or a knowing violation of law;
 - (C) The types of liability set for in O.C.G.A. §14-2-832; or
 - (D) Receipt of an improper personal benefit.
- (b) The provisions of paragraph (2) of subsection (a) of this Section 7 shall apply to an officer who is also a director if the sole basis on which he or she is made a party to the proceeding is an act or omission solely as an officer.
- (c) The Corporation may also indemnify and advance expenses to an employee or agent of the Corporation who is not a director or officer to the same extent,

consistent with public policy, that may be provided by the Articles of Incorporation, these Bylaws, general or specific action of the Board of Directors, or contract.

Section 8. Notice. If the Corporation indemnifies or advances expenses to a director under any of O.C.G.A. § 14-2-851 through § 14-2-854 (or any equivalent provision of these Bylaws) in connections with a proceeding by or in the right of the Corporation, the Corporation shall, to the extent required by O.C.G.A. § 14-2-1621 or any other applicable provision thereof, report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders' meeting.

Section 9. Security. The Corporation may designate certain of its assets as collateral, provide self-insurance, establish one or more indemnification trusts, or otherwise secure or facilitate its ability to meet its obligations under this Article VIII, or under any indemnification agreement or plan of indemnification adopted and entered into in accordance with the provisions of this Article VIII, as the Board of Directors deems appropriate.

Section 10. Amendment. Any amendment to this Article VIII that limits or otherwise adversely affects the right of indemnification, advancement of expenses, or other rights of any indemnified person hereunder shall, as to such indemnified person, apply only to proceedings based on actions, events, or omissions (collectively, "Post Amendment Events") occurring after such amendment and after delivery of notice of such amendment to the indemnified person so affected. Any indemnified person shall, as to any proceeding based on actions, events, or omissions occurring prior to the date of receipt of such notice, be entitled to the right of indemnification, advancement of expenses, and other rights under this Article VIII to the same extent as if such provisions had continued as part of the bylaws of the Corporation without such amendment. This Section 10 cannot be altered, amended, or repealed in a manner effective as to any indemnified person (except as to Post Amendment Events) without the prior written consent of such indemnified person.

Section 11. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is a director, officer, employee, or agent of the Corporation or who, while a director, officer, employee, or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other entity against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article VIII.

Section 12. Not Exclusive of Other Rights. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification may be entitled apart from the provisions of this Article VIII and shall apply both as to actions by a director, officer, employee or agent in his or her official capacity and as to actions in another capacity while holding such office or

position, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 13. Severability. In the event that any of the provisions of Article VIII is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions of this Article VIII shall remain enforceable to the fullest extent permitted by law.

ARTICLE IX.

Emergency Powers

Section 1. Power to Adopt. Unless the Articles of Incorporation provide otherwise, the Board of Directors may adopt bylaws to be effective only in an emergency, which bylaws shall be subject to amendment or repeal by the Shareholders. An emergency exists for purposes of this Section if a quorum of the Directors cannot readily be assembled because of some catastrophic event. The emergency bylaws may make any provision that may be practical and necessary for the circumstances of the emergency.

Section 2. Lines of Succession of Officers or Agents. The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

Section 3. Change of Office. The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the head office or designate several alternative head offices or regional offices, or authorize the officers so to do.

Section 4. Effect of Bylaws. To the extent not inconsistent with any emergency bylaws so adopted, these Bylaws shall remain in effect during any such emergency and, upon its termination, the emergency bylaws shall cease to be operative.

Section 5. Notices. Unless otherwise provided in emergency bylaws, notice of any meeting of the Board of Directors during any such emergency may be given only to such of the Directors as it may be feasible to reach at the time, and by such means as may be feasible at the time, including publication, radio or television.

Section 6. Quorum. To the extent required to constitute a quorum at any meeting of the Board of Directors during any such emergency, the officers of the Corporation who are present shall, unless otherwise provided in the emergency bylaws, be deemed, in order of rank and within the same rank and order of seniority, Directors for such meeting.

Section 7. Liability. Corporate action taken in good faith in accordance with the emergency bylaws binds the Corporation and may not be used to impose liability on a corporate director, officer, employee or agent.

ARTICLE X.

General Provisions

Section 1. Fiscal Year. The Board of Directors is authorized to fix the fiscal year of the Corporation and to change the fiscal year of the Corporation from time to time as it deems appropriate provided such change is not in violation of any provision of the Internal Revenue Code of 1986, as amended, or in violation of any applicable state statute.

Section 2. Corporate Seal. The seal of the Corporation shall be in the following form, to-wit:

The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. In the event it is inconvenient to use such a seal at any time, the signature of an officer of the Corporation followed by the word "Seal" enclosed in parentheses shall be deemed the seal of the Corporation.

Section 3. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

- (a) A balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and
- (b) A profit and loss statement showing the results of its operations during its fiscal year.

Section 4. Inspection of Books and Records. The inspection rights of Shareholders owning two percent (2%) or less of the shares outstanding of the Corporation are limited as provided under O.C.G.A. § 14-2-1602(e), as follows: unless consented to in writing by Board of Directors, in its sole discretion, such Shareholders have no right to inspect the following books and records of the Corporation:

- (a) Excerpts from Minutes of any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the Shareholders, and records of actions taken by the Shareholders or Board of

Directors without a meeting, to the extent not subject to inspection under subsection § 14-2-1602(a) of the Code;

- (b) Accounting records of the Corporation; and
- (c) The record of Shareholders.

Section 5. Conflict with Articles of Incorporation. In the event that any provision of these Bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern.

Section 6. Dividends. Subject to limitations imposed by Georgia statutes, distributions to the Shareholders may be declared at such time or times, and in such amounts as the Board of Directors shall from time to time determine.

Section 7. Adoption of Amendments to Incentive Stock Option Plans. In addition to the rights of the Board of Directors to approve the adoption of amendments to any incentive stock option plans of the Corporation which qualify under Section 422A of the Internal Revenue Code of 1986, as amended, the Shareholders of the Corporation may approve any such amendment by written consent of the Shareholders which is signed by Shareholders having voting power to cast not less than the minimum number of votes that would be necessary to authorize such action, as provided in and subject to the provisions of Section 14-2-704, as amended, of the Code.

ARTICLE XI.

Amendments

Except as otherwise provided in these Bylaws, the Board of Directors shall have power to alter, amend or repeal these Bylaws or adopt new Bylaws by majority vote of all of the Directors, but any Bylaws adopted by the Board of Directors may be altered, amended or repealed, and new Bylaws adopted, by the Shareholders by majority vote of all of the shares having voting power. The Shareholders may prescribe by expressing in the action they take in adopting any Bylaw or Bylaws that the Bylaw or Bylaws so adopted shall not be altered, amended or repealed by the Board of Directors.

EXHIBIT "C"

CORPORATE STRUCTURE

Empire Technology Corporation



Empire Telecom Services, Inc.

EXHIBIT "D"

TARIFFS

TELECOMMUNICATIONS SERVICES

Applying to Intrastate Local Exchange
Common Carrier Communications
Services Between Points in the
State of Tennessee

AND

**CONTAINING RULES AND REGULATIONS
GOVERNING SERVICE**

This tariff is on file with the Tennessee Regulatory Authority and copies may be inspected, during normal business hours, at Empire Telecom Services, Inc., 9040 Roswell Road, Suite 480, Atlanta, Georgia 30350-1892.

ALL MATERIALS IN THIS TARIFF ARE NEW

Issued: October 25, 1999

By: Alan B. Thomas, Jr.
Executive Vice President
Empire Telecom Services, Inc.
9040 Roswell Road, Suite 480
Atlanta, Georgia 30350-1892

Effective:

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>PAGE</u>	<u>REVISION NO.</u>	<u>PAGE</u>	<u>REVISION NO.</u>
1	Original	31	Original
2	Original	32	Original
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4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
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14	Original	44	Original
15	Original	45	Original
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18	Original	48	Original
19	Original	49	Original
20	Original	50	Original
21	Original	51	Original
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

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TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Tennessee Regulatory Authority. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i)(1)

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier, local exchange telecommunications services by Empire Telecom Services, Inc. (hereinafter referred to as "Empire" or the "Company") between various locations in the State of Tennessee.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

Issued: October 25, 1999

Effective:

By: Alan B. Thomas, Jr.
Executive Vice President
Empire Telecom Services, Inc.
9040 Roswell Road, Suite 480
Atlanta, Georgia 30350-1892

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Tennessee Regulatory Authority.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.26 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.26 hereof.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

1 Technical Terms and Abbreviations (cont.)

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

ICB

“Individual Case Basis” or “ICB” has the meaning set forth in Section 2.36 hereof.

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

InterLATA Service

“InterLATA Service” means communications between a point located in a local access and transport area (“LATA”) and a point located outside such area.

Local Exchange Carrier (“LEC”)

“LEC” means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

1 Technical Terms and Abbreviations (cont.)

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Other Providers.

1 Technical Terms and Abbreviations (cont.)

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

1 Technical Terms and Abbreviations (cont.)

Third Party Billing Companies

 “Third Party Billing Companies” means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company’s behalf.

User

 “User” means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

Issued: October 25, 1999

By: Alan B. Thomas, Jr.
Executive Vice President
Empire Telecom Services, Inc.
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Effective:

2 RULES AND REGULATIONS

The Company is a provider of regulated, intrastate, local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable interconnection/resale agreements which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company by an Other Provider; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any User location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or User for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth herein.

2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5 Interconnection

- 2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by any Other Provider's personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis) will incur a Charge equal to the greater of (i) the non-recurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.14.2 Except as otherwise provided in this Tariff, all amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Users' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

2.14.4 Charges for prepaid Residential Telecommunications Service will be billed via invoice to the Customer on a thirty (30) day basis, in advance. Customer's Service will be subject to discontinuance or disconnection if the amount stated on the invoice is not paid in full by the first day of the next thirty (30) day cycle following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.

2.14 Billing and Payments (cont.)

- 2.14.5 Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.
- 2.14.6 With prior credit approval by the Company, Customers may be permitted to remit payment for Services by check or by credit card. Payment for prepaid Residential Services shall be by money order, or by cash at approved Company designated Payment Centers.
- 2.14.7 Payments for prepaid Residential Service are considered received by the Company upon either the Company's or a Payment Center's receipt of Customer's money order or cash payment in the amount of the total charges due to the Company.

2.15 Late Payment Charge

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation.

2.16 Deposits

Customers or applicants for Services whose financial condition is not acceptable to the Company, as determined in its sole opinion and discretion, may be required to provide the Company, either before or after the commencement of Service, with a security deposit, in cash or cash-equivalents, in an amount not to exceed two (2) months of estimated Service usage, and/or to provide the Company with such other assurances of, or security for, the payment of charges for Services as the Company may deem necessary in its sole judgement and discretion. Any such cash deposit will bear simple interest at a rate of six percent (6%) per annum or at such other rate as may be determined by a competent Regulatory Authority. The Company may apply such deposit at any time to any past due balances owed to it by Customer hereunder, provided however, the Company shall return the remainder to Customer, at its last known address, within one (1) month following the date of Termination. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of a cash deposit. All deposits will be collected in accordance with Regulations.

2.17 Advance Payments

2.17.1 Recurring Advance Payments. The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.17 Advance Payments (cont.)

2.17.2 Nonrecurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of services.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Users' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

2.20 Discontinuation

2.20.1 By Company. Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

2.20.1.A by order of a Governmental Authority;

2.20.1.B in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any User, or by any other person;

2.20.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

2.20.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20 Discontinuation (cont.)

2.20.2 By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.22 Limitation of Liability

- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.

2.22 Limitation of Liability (cont.)

2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

Issued: October 25, 1999

By: Alan B. Thomas, Jr.
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2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 libel or slander resulting from User's use of the Services;

2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the User or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

2.26 Credits and Credit Allowances

- 2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.
- 2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which the Company receives from the Other Provider. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.
- 2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.27 Local Calling Area

The Company will provide Services from all exchanges of Other Providers whose services or facilities are used by the Company in providing the Services, in conformance with each Other Provider's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause User to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Other Provider's facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Georgia.

2.34 Assignment

2.34.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

2.35 Contract Service Arrangements

At the option of the Company, Services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

2.36 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

- 2.36.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.36.2 where facilities other than those which the Company provides are requested by the Customer;
- 2.36.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.36.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.36.5 when Services are requested by a Customer on an expedited basis;
- 2.36.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, non-recurring, and early termination Charges.

3 DESCRIPTION OF SERVICES

3.1 Local Exchange Service Local exchange service is provided by the Company through resale of local exchange service provided by an Other Provider. The Company's Services consist of (i) Prepaid Residential Telecommunications Service, (ii) Standard Residential Telecommunications Service, (iii) Business Telecommunications Service, (iv) Optional Service Features, (v) Directory Listing Service, and (vi) 911 Service.

3.1.1 Prepaid Residential Telecommunications Service ("Prepaid Residential Service")
Prepaid Residential Service is a switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Tennessee. Prepaid Residential Service is available only within a Local Calling Area as described in Section 2.27.

3.1.1.A Prepaid Residential Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. Prepaid Residential Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free "800" or "888" telephone numbers. Prepaid Residential Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services or to caller-paid information services (e.g., "900", "976", "711"). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features. Each Prepaid Residential Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Prepaid Residential Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.1.D Rates and Charges. The Company will charge a Prepaid Residential Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

3.1 Local Exchange Service (cont.)

3.1.2 Standard Residential Telecommunications Service ("Standard Residential Service")

Standard Residential Service is a switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Tennessee. Standard Residential Service is available only within a Local Calling Area as described in Section 2.27.

3.1.2.A Standard Residential Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Standard Residential Service permits a User to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; and (iii) place calls to toll-free "800", "888" and "877" telephone numbers, to toll services or to caller-paid information services (e.g., "900", "976", "711").

3.1.2.B Standard Features. Each Standard Residential Service Customer is provided with only local exchange service.

3.1.2.C Optional Features. Standard Residential Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.2.D Rates and Charges. The Company will charge a Standard Residential Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

3.1 Local Exchange Service (cont.)

3.1.3 Business Telecommunications Service ("Business Service")

Business Service is a switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Tennessee. Business Service is available only within a Local Calling Area as described in Section 2.27.

3.1.3.A Business Service provides a Customer with a single voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Business Service permits a User to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; and (iii) place calls to toll-free "800", "888" and "877" telephone numbers, to toll services or to caller-paid information services (e.g., "900", "976", "711").

3.1.3.B Standard Features. Each Business Service Customer is provided with only local exchange service.

3.1.3.C Optional Features. Business Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.3.D Rates and Charges. The Company will charge a Business Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

3.1 Local Exchange Service (cont.)

3.1.4 Optional Service Features

- 3.1.4.A Call Waiting. A tone signals the User to indicate that another call is waiting. The User can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.4.B Call Forwarding. The User may direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.
- 3.1.4.C Three Way Calling. The User may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.
- 3.1.4.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.4.E Speed Dial. The User may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.4.F Call Return. The User may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.4.G Caller ID. The User may view on a display unit the telephone number of incoming telephone calls.

3.1 Local Exchange Service (cont.)

3.1.5 Directory Listing Service

- 3.1.5.A The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.5.B The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.
- 3.1.5.C The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.1.5.D In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.1 Local Exchange Service (cont.)

3.1.6 911 Emergency Service ("911 Service")

- 3.1.6.A 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 3.1.6.B The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 3.1.6.C Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 3.1.6.D By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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Executive Vice President
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3.1 Local Exchange Service (cont.)

3.1.7 Reserved for Future Use

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3.1 Local Exchange Service (cont.)

3.1.8 Reserved for Future Use

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3.1 Local Exchange Service (cont.)

3.1.9 Reserved for Future Use

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3.1 Local Exchange Service (cont.)

3.1.10 Reserved for Future Use

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3.2 Timing of Calls

The Customer's monthly charges for Services provided hereunder are based upon one or more of the following: (i) the total time the User actually uses the Services (rounded to the increments set forth in herein), (ii) certain recurring charges as set forth herein, or (iii) in the case of Private Line Service, the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H coordinates set forth in AT&T's FCC Tariff No. 10 on file with the FCC, and incorporated herein by reference. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

Where V1 and H1 are the V and H coordinates of point 1, and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

4 RATES

4.1 Return Check Charge

The Customer will be charged twenty-five dollars (\$25.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of twenty dollars (\$20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e., thirty (30) days written notice to the Commission before implementation).

4.4 Late Payment Charge

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

4.6 Prepaid Residential Telecommunications Service

4.6.1 Non-Recurring Charges

Processing/Application Fee:	\$42.50
Directory Listing:	\$0.00
Premises Work Charge:	
(A) First 15-minute increment or fraction thereof	\$30.00
(B) Each additional 15-minute increment or fraction thereof	\$25.00
(C) A minimum charge of 1 hour applies per Customer request	

4.6.2 Recurring Charges

Monthly Residential Service	\$59.00
Directory Listing	\$0.00
911 Service	\$0.00

4.6.3 Optional Features

4.6.3.A Non-Recurring Charges

Caller ID Set Up Fee	\$10.00
----------------------	---------

4.6.3.B Recurring Charges

Call Waiting	\$5.00
Call Forwarding	\$5.00
Three Way Calling	\$5.00
Unpublished Number	\$5.00
Speed Dial	\$5.00
Call Return	\$5.00
All Above Options	\$20.00
Caller ID	\$10.00

4.7 Standard Residential Telecommunications Service Rates

4.7.1. Non-Recurring Charges

Processing/Application Fee:	\$40.00
Directory Listing:	\$0.00
Premises Work Charge:	
(A) First 15-minute increment or fraction thereof	\$30.00
(B) Each additional 15-minute increment or fraction thereof	\$25.00
(C) A minimum charge of 1 hour applies per Customer request	

4.7.2 Recurring Charges

Monthly Residential Service, per line	\$19.00
Directory Listing	\$0.00
911 Service	\$0.00

4.7.3 Optional Features

4.7.3.A Non-Recurring Charges

Caller ID Set Up Fee	\$7.00
----------------------	--------

4.7.3.B Recurring Charges

Call Waiting	\$3.50
Call Forwarding	\$3.50
Three Way Calling	\$3.50
Unpublished Number	\$3.50
Speed Dial	\$3.50
Call Return	\$3.50
All Above Options	\$18.00
Caller ID	\$7.00

4.8 Business Telecommunications Service Rates

4.8.1 Non-Recurring Charges

Processing/Application Fee	\$50.00
Directory Listing	\$0.00
Premises Work Charge:	
(A) First 15-minute increment or fraction thereof	\$30.00
(B) Each additional 15-minute increment or fraction thereof	\$25.00
(C) A minimum charge of 1 hour applies per Customer request	

4.8.2 Recurring Charges

Monthly Service, per line	\$30.00
Directory Listing	\$0.00
911 Service	\$0.00

4.8.3 Optional Features

4.8.3.A Non-Recurring Charges

Caller ID Set Up Fee	\$7.00
----------------------	--------

4.8.3.B Recurring Charges

Call Waiting	\$3.50
Call Forwarding	\$3.50
Three Way Calling	\$3.50
Unpublished Number	\$3.50
Speed Dial	\$3.50
Call Return	\$3.50
All Above Options	\$18.00
Caller ID	\$7.00

4.9 Reserved for Future Use

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4.10 Reserved for Future Use

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4.12 Reserved for Future Use

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Effective:

4.13 Directory Assistance

The Company does not provide local directory assistance. Access to long distance directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. User will be billed \$0.29 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4.14 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Users who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. Users using TDDs with the assistance of the relay center will receive a credit on their subsequent bill equal to fifty percent (50%) of the rate for the applicable rate period. If either the User or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

TELECOMMUNICATIONS SERVICES

Applying to Resale of Intrastate, Interexchange
Common Carrier Communications
Services Between Points in the
State of Tennessee

AND

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This tariff is on file with the Tennessee Regulatory Authority and copies may be inspected, during normal business hours, at Empire Telecom Services, Inc., 9040 Roswell Road, Suite 480, Atlanta, Georgia 30350-1892.

ALL MATERIALS IN THIS TARIFF ARE NEW

Issued: October 25, 1999

By: Alan B. Thomas, Jr.
Executive Vice President
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9040 Roswell Road, Suite 480
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Effective:

Check List

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION NO.</u>	<u>SHEET</u>	<u>REVISION NO.</u>
1	Original	34	Original
2	Original	35	Original
3	Original	36	Original
4	Original	37	Original
5	Original	38	Original
6	Original	39	Original
7	Original	40	Original
8	Original	41	Original
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
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28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		

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Symbols

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (X) To signify a reference to other published tariffs.
- (Z) To signify a correction.

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TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. These new pages are identified in decimal format. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page on file with the Tennessee Regulatory Authority. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i)(1)

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier communications service by Empire Telecom Services, Inc. (hereinafter referred to as "Empire" or the "Company") within the State of Tennessee.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

Issued: October 25, 1999

By: Alan B. Thomas, Jr.
Executive Vice President
Empire Telecom Services, Inc.
9040 Roswell Road, Suite 480
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Effective:

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this tariff are defined below.

Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Agent

"Agent" means a person, firm, company, corporation, or other entity who is authorized to distribute Services to Customers or Users on the Company's behalf.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Service provided by the Company and to identify the Customer for billing purposes.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or by the FCC to provide communications service to the public.

Commission

"Commission" means the Tennessee Regulatory Authority.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.21 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.21 hereof.

1 Technical Terms and Abbreviations (cont.)

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Service pursuant to Section 2.10 hereof.

Customer

"Customer" means the person, firm, company, corporation, or other entity that (i) pursuant to a Service Order, orders Service(s) under this Tariff, (ii) purchases a Prepaid Calling Card from the Company or its Agent, (iii) prepays the Company for use of the Services via a Prepaid Calling Card up to a pre-established credit limit, or (iv) accesses the Service by dialing the Company's Access Code.

Day

"Day" means a period of time from 8:00 A.M. to (but not including) 5:00 P.M. Monday through Friday, as measured by local time at the location from which the call is originated.

Evening

"Evening" means a period of time from 5:00 P.M. to (but not including) 11:00 P.M., Sunday through Friday and any time during Holidays as measured by local time at the location from which the call is originated.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any regulatory, judicial, administrative, or other domestic federal, state or municipal governmental authority (including without limitation the Commission) having jurisdiction over the Company, over any Other Provider, or over the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, Labor Day and Christmas Day (December 25).

1 Technical Terms and Abbreviations (cont.)

Inbound Toll-Free Service

"Inbound Toll-Free Service" means the Inbound Toll-Free Service described at Section 3.1.2 hereof.

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

LEC

"LEC" means a Carrier authorized by a state Governmental Authority to provide communications service within one or more domestic local telephone exchanges.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" ("LATA") means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications services.

Minimum Service Period ("MSP")

"Minimum Service Period" ("MSP") means the minimum period of time during which a Customer takes Service ordered under Service Orders under this Tariff.

Night/Weekend ("N/Wkd")

"Night/Weekend" or "N/Wkd" means a period of time from 11:00 P.M. to (but not including) 8:00 A.M. Monday through Friday, any time on Saturday, and all day Sunday except 5:00 P.M. to (but not including) 11:00 P.M., as measured by local time at the location from which the call is originated.

One Plus Service

"One Plus Service" means the One Plus Service described at Section 3.1.1 hereof.

1 Technical Terms and Abbreviations (cont.)

Other Providers

"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Prepaid Calling Card

"Prepaid Calling Card" means a calling card or other tangible item which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company or its Agents, and (iii) permits a User to use the Services up to an amount prepaid to (or up to a credit limit pre-established by the Customer with) the Company.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or by any other Governmental Authority or which arise under any federal, state, local, foreign or international treaty, law, statute, utility code, ordinance, rule, order or decree and which are applicable to the Services or to any provision of this Tariff.

Resp-Org

"Resp-Org" or "Responsible Organization" shall mean the entity that has responsibility for the management of toll-free telephone numbers in the Service Management System ("SMS") database, including maintaining Customer records in the SMS and accessing the SMS: (a) to search and reserve toll-free telephone numbers; and (b) to create and maintain toll-free telephone number Customer records, including call processing records.

1 Technical Terms and Abbreviations (cont.)

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's communications common carrier service(s) provided under this Tariff.

Service Order

"Service Order" means a Company designated form used from time to time by Customer for ordering Service hereunder or for acquiring Prepaid Calling Cards.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Telecommunications

"Telecommunications" means the transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Service, either at Customer's request, or by the Company in accordance with Regulations.

1 Technical Terms and Abbreviations (cont.)

Travel Card Service

"Travel Card Service" means the Travel Card Services described at Section 3.1.3 hereof.

User

"User" means (i) a Customer, or (ii) any person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff, or who lawfully acquires a Prepaid Calling Card from a Customer or an Agent. For purposes of illustration, a User includes any person to whom the Customer sells or gifts a Prepaid Calling Card.

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2 RULES AND REGULATIONS

The Company is a reseller of intrastate communications common carrier services.

2.1 Undertaking of the Company

- 2.1.1 The Company shall exercise reasonable efforts to provide Services to Users between any and all points described herein pursuant to the terms and conditions set forth in this Tariff.
- 2.1.2 Services ordered by Customers under Service Orders will be made available for Users' use as soon as practicable after the Company's receipt of said Service Order. In the event of a conflict or inconsistency between the terms of a Service Order and those of this Tariff, the latter shall govern.
- 2.1.3 The obligations of the Company to provide Services under this Tariff are subject to the following: (i) availability, procurement, construction, and maintenance of facilities (including without limitation those facilities of Other Providers); (ii) interconnection to Other Providers' services or facilities as required; (iii) any applicable Credit Limit; or (iv) receipt of any applicable advance payment or Deposit.
- 2.1.4 The Company reserves the right: (i) to discontinue or temporarily suspend Service to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; and (ii) to block Service to any User location or to any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Service in excess of any applicable Credit Limit or Advance Payment. Services may not be available from certain coin-operated or other pay telephones located on prisons, military bases and colleges for reasons including, but not necessarily limited to, the detection of fraudulent use of Services at those locations.

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2.2 Responsibility and Use

- 2.2.1 Services may be used by Users for any lawful purpose, subject to the terms and conditions set forth herein and in any applicable Service Order. Subject to the limitations and conditions set forth in this Tariff, Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.2 Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent use of or access to Services; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.
- 2.2.3 The Company's sole responsibility with respect to Travel Card Services is to make Services available to Users in accordance with Section 3.1.3 of this Tariff.
- 2.2.4 The Company's sole responsibility with respect to provision of Services in connection with Prepaid Calling Cards is to make Services available to Users using such Prepaid Calling Cards in accordance with Section 3.1.4 of this Tariff.

2.3 Compliance

- 2.3.1 The Services may not be used for any unlawful purpose whatsoever.
- 2.3.2 The Company and Customer shall (and Customer shall cause User to) comply with all applicable Regulations.

2.4 Abuse. Abuse of the Services is prohibited. The following activities constitute abuse:

- 2.4.1 Using the Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another; or
- 2.4.2 Using the Service in violation of the non-interference and signal quality restrictions set forth in Section 2.13.3; or
- 2.4.3 Acquiring or reserving an 800, 888 or 877 telephone number provided by the Company for the primary purpose of selling, brokering, bartering or releasing it to another party for a fee or other consideration; or
- 2.4.4 Using the Service (or any other telephone number advertised or widely understood to be toll free in connection with the Service) in any of the following ways:
 - 2.4.4.A With the exception of circumstances where the calling party has a presubscription or comparable arrangement or discloses a credit or charge card number during the call, in any manner that would result in: (a) assessment of a charge for completing an 800, 888 or 877 call on the calling party or on the subscriber to the line from where the 800, 888 or 877 call originated; (b) connection of the calling party to a pay-per-call service; or (c) assessment of a charge on the calling party for information conveyed during the toll free call; or
 - 2.4.4.B Calling the calling party back collect for the provision of audio or data information services, simultaneous voice conversation services or products.

2.5 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which: (i) are made to or from certain countries, cities, or central office ("NXX") exchanges, or (ii) make use of certain Authorization Codes, as the Company, in its sole opinion and discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.6 Billing and Payments

- 2.6.1 Other than prepaid services, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Users' actual usage. Customers will not be charged for uncompleted calls.
- 2.6.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof; provided, however, that charges incurred for Services obtained via Prepaid Calling Cards will be first debited against the balance of the amount (if any) prepaid to the Company.
- 2.6.3 Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.
- 2.6.4 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Travel Card or Prepaid Calling Card calls are subject to any applicable limitations established by any Regulation.
- 2.6.5 Except as otherwise provided herein, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to written notice and to any other applicable Commission Regulations. Notice, for purposes of this Section 2.6.5, is to be deemed effective upon mailing of written notice, postage prepaid, to Customer's last known address. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Termination by Customer for purposes of this Section 2.6.5 will be deemed effective five (5) business days following the date of Company's receipt of Customer's Termination notice. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer.

2.6 Billing and Payments (cont.)

- 2.6.6 Payphone Compensation Surcharge. In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FFF 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access the Company's Services. This surcharge, is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's Service. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The payphone surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol). Whenever possible, the payphone surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the payphone surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone. The payphone surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.
- 2.6.7 Toll Free Number Portability. If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp-Org change, until such charges are paid in full.

2.7 Taxes

- 2.7.1 All federal, state, and local excise, sales, use and similar taxes, will be billed by the Company as separate line items on Customer's invoice, and, except as otherwise set forth in Sections 2.7.2 and 3.1.4.A hereof, are not included in any quoted rates described or contained in this Tariff.
- 2.7.2 The Company reserves the right to assess a surcharge on Customer's charges for outbound Services terminating at, or inbound Services originating from, locations or addresses in those states levying, or asserting a right to levy, a gross receipts tax or similar assessment on the Company's operations or on intrastate access charges incurred by the Company in such state(s). The surcharge will be calculated pro rata based on the amount Customer's total monthly charges for Services provided to and billed to a Customer's location or Authorization Code in such state(s) bears to the Company's total monthly receipts subject to said tax or assessment in such state(s). The surcharge will appear as a line item on Customer's invoice.

2.8 Advance Payments

The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section 2.8 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.9 Deposits

Customers or applicants for Services whose financial condition is not acceptable to the Company, as determined in its sole opinion and discretion, may be required to provide the Company, either before or after the commencement of Service, with a security deposit, in cash or cash-equivalents, in an amount not to exceed two (2) months of estimated Service usage, and/or to provide the Company with such other assurances of, or security for, the payment of charges for Services as the Company may deem necessary in its sole judgement and discretion. Any such cash deposit will bear simple interest at a rate of six percent (6%) per annum or at such other rate as may be determined by a competent Regulatory Authority. The Company may apply such deposit at any time to any past due balances owed to it by Customer hereunder, provided however, the Company shall return the remainder to Customer, at its last known address, within one (1) month following the date of Termination. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of a cash deposit required under this Section 2.9.

2.10 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's consumption of Services for any monthly period.

2.11 Indemnification by Customer

2.11.1 Customer shall defend, indemnify and hold the Company harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.11.1.A Libel or slander resulting from any use of the Services provided to any User hereunder;

2.11.1.B Infringement of any patent, copyright, trademark, trade name or trade secret arising from: (i) the transmission of any material transmitted: (a) by any User, or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.11.1.C Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

2.12 Customer Premises Equipment ("CPE")

CPE attachment by the User is permitted under this Tariff. The Customer is responsible for ensuring that all such attached CPE must conform to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended). The Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

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2.13 Interconnection

- 2.13.1 The Services may be connected with services or facilities of Other Providers subject to any technical limitations applicable to the latter; provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.13.2 Interconnection with the facilities or services of Other Providers is subject to the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and those of Other Providers must be provided at the Customer's sole expense. Customer shall comply with all applicable terms and conditions of service provided by said Other Providers.
- 2.13.3 Customer is solely responsible for ensuring that Telecommunications signals transmitted by Users via the Services will not interfere with the operations of the Company or those of Other Suppliers, or with the provision or use of similar services provided by the Company or by Other Suppliers to any third party. All such signals must be of the proper type, bandwidth, and other technical parameters so as to neither damage the Company's or Other Providers' equipment nor degrade Service supplied to third parties. Except with respect to Services obtained through Prepaid Calling Cards, Customer must ensure:
- 2.13.3.A that all Users employ physical arrangements for protection of the Company's facilities in circumstances where the Company, in its sole opinion and discretion, deems such protection to be reasonably necessary;
- 2.13.3.B that all Users provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of the Company's equipment on their premises;

2.13 Interconnection (cont.)

2.13.3.C that all equipment, facilities or Other Providers' services connected with those of the Company are constructed, operated, and maintained so as to work satisfactorily with the Services; and

2.13.3.D that all such equipment, facilities and Other Providers' services avoid hazard, damage, or injury to the Company's facilities or plant, its employees or subcontractors, or to the public.

2.13.4 Notwithstanding any other provision of this Tariff, the Company has the right to Terminate or suspend Service to any User found to be in violation of the foregoing Section 2.13.3.

2.14 Title

Title to any and all equipment or facilities provided by the Company under this Tariff will remain in the Company.

2.15 Interruption

2.15.1 Notice. The Customer must promptly notify the Company of any Interruptions in Service of which it becomes aware; provided, however, prior to giving such notice, the Customer shall ascertain that the Interruption is not being caused by any action or omission of the User or by any non-Company supplied wiring or equipment connected to the Company's facilities. The Company's obligations under this Tariff to apply Credits or Credit Allowances to Customer's account for any Interruptions are expressly conditioned upon Customer's strict compliance with this Section 2.15.1.

2.15.2 Scheduled Interruptions. The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.16 Discontinuation

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) to any applicable Regulations, for any of the following reasons:

2.16.1 by order of a Governmental Authority;

2.16.2 in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation, violation of the provisions of this Tariff or of any other Regulations by the Customer, by any other User, or by any other person;

2.16.3 the use of Services in excess of a Customer's Credit Limit (if any) or Company's failure to receive an advance payment (if so required) for Services provided hereunder; or

2.16.4 Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.17 Restoration of Services

The Company shall restore any Terminated Services in accordance with Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.3.

2.18 Disclaimer

The Company will have no liability whatsoever to User, to its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE PROVISION OF SERVICES HEREUNDER.

2.19 Limitation of Liability

- 2.19.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by any User or any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service, or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by User for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due User as Credits or Credit Allowances pursuant to the provisions of Section 2.21 hereof.
- 2.19.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.19.1 hereof.
- 2.19.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.19.1 hereof.

2.19 Limitation of Liability (cont.)

- 2.19.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision or use of Services hereunder.
- 2.19.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed an agent or employee of the Company in this undertaking.
- 2.19.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.20 Indemnification

Subject to the limitations of liability set forth in Section 2.19 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, or on the part of its agents, employees, subcontractors or assignees, in connection with the provision or use of the Services. The indemnifying party under this Section 2.20 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.20 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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2.21 Credits and Credit Allowances

2.21.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.21.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, (iii) are not due to either equipment or wiring supplied by any person other than the Company, and (iv) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the fixed monthly, recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours (for the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.21.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Other Provider. Any other provision of this Section 2.21 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.

2.21 Credits and Credit Allowances (cont.)

2.21.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.21; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly recurring charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.22 Minimum Service Period

The Minimum Service Period will be for the term specified in Customer's Service Order, which term must be no less than thirty (30) days. This MSP will automatically renew for subsequent terms of equal duration. Either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.23 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, labor disputes, or any Regulation or other directive, action or request of any Governmental Authority.

2.24 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or for other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.25 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.26 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.27 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Georgia.

Issued: October 25, 1999

Effective:

By: Alan B. Thomas, Jr.
Executive Vice President
Empire Telecom Services, Inc.
9040 Roswell Road, Suite 480
Atlanta, Georgia 30350-1892

3 DESCRIPTION OF SERVICES

3.1 Description of Services

Services consist of (i) One Plus Service, (ii) Inbound Toll-Free Service, (iii) Travel Card Service, and (iv) Prepaid Calling Card Service, as described herein.

3.1.1 One Plus Service is a switched, intrastate, telecommunications service which permits Users to establish communications between points within the State of Tennessee.

3.1.2 Inbound Toll-Free Service is a switched, intrastate, incoming telecommunications service. Customers shall be assigned an "800", "888", "877" or other Toll-Free incoming telephone number by the Company for termination and billing of Inbound Toll-Free Service calls.

3.1.3 Travel Card Service is a switched, intrastate, telecommunications service which permits Users to establish communications between points within the State of Tennessee. Users may utilize Travel Card Service to originate outbound, direct dial calls, via Company-provided toll free telephone numbers in order to complete switched, intrastate, telecommunications calls. Travel Card Services are subject to the following terms and conditions.

3.1.3.A Unit Value. Travel Card Services may be obtained from the Company, from Agents or from Customers at various per-minute or per-unit rates as set forth in Section 4.8, inclusive of all taxes. All Travel Card calls are measured in one (1) minute increments, rounded to the next higher full minute, except as otherwise set forth herein.

3.1 Description of Services (cont.)

3.1.3.B Other Conditions of Service

- (i) Travel Card calls to 700, 800, 888, 877, 900, 950 and other similar numbers will not be completed.
- (ii) Travel Cards may not be used to make operator assisted calls. However, upon request, the Company's customer service personnel will provide Customers with call completion assistance at no charge.
- (iii) Travel Cards may not be used to make third party billed calls or person-to-person calls.
- (iv) The Company will credit the account of a User's Travel Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company by the Customer or User within ten (10) days after the Interruption; (b) not proximately caused by the Company or its Agents, or (c) caused, in whole or in part, by the User.
- (v) Travel Card Services may be marketed in conjunction with third parties for which the Company serves as the common carrier.
- (vi) Travel Card charges include per minute or per unit usage charges and may also include a per call service charge.

3.1 Description of Services (cont.)

3.1.4 Prepaid Calling Card Service. Users may utilize Prepaid Calling Card Services to originate outbound, direct dial calls, via Company-provided telephone numbers in order to complete switched, intrastate, telecommunications calls. Prepaid Calling Card Services are subject to the following terms and conditions.

3.1.4.A Unit Value. Prepaid Calling Cards may be obtained from the Company, from Agents or from Customers in 60, 30 or 10 unit denominations with a per-unit value as set forth in Section 4.9, inclusive of all taxes. All Prepaid Calling Card calls are measured in one (1) minute increments, rounded to the next higher full minute.

3.1.4.B Other Conditions of Service

- (i) Prepaid Calling Card calls to 700, 800, 888, 877, 900, 950 and other similar numbers will not be completed.
- (ii) Calls may only be charged against a Prepaid Calling Card that has a sufficient available balance.
- (iii) Prepaid Calling Card balances will be reduced and depleted based upon User's usage. Users will be given notice (e.g., by automated operator intervention) one minute before the available card balance is depleted, based on the terminating location of the call. When the balance is depleted, the call will be terminated.
- (iv) Third party billing and person-to-person calls may not be made with Prepaid Calling Cards.

3.1 Description of Services (cont.)

- (v) Some promotional Prepaid Calling Cards are non-refundable and will expire on the date specified on the card (or on the package in which the card is included) as applicable.
- (vi) The Company will credit the account of a User's Prepaid Calling Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company by the Customer or User within ten (10) days after the Interruption; (b) not proximately caused by the Company or its Agents; or (c) caused, in whole or in part, by the User.

3.1.4.C Prepaid Calling Card Recharge Option. Users of a Prepaid Calling Card may be given the option of adding additional dollar or unit values to the Prepaid Calling Card account associated with that card by payment to the Company via a major credit card. This recharge option may be available by contacting the Company's customer service department. The minute or unit value of a recharged Prepaid Calling Card is set forth in Section 4.9.

3.2 Timing of Calls

The Customer's monthly charges for Services provided hereunder are based upon either (i) the total time the User actually uses the Services (rounded to the increments set forth in Section 4), or (ii) the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H coordinates set forth in AT&T's FCC Tariff No. 10 on file with the Commission, and incorporated herein by reference. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

Where V1 and H1 are the V and H coordinates of point 1, and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

4 RATES

4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Late Payment Charge

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.3 Reconnection Fee

A charge of twenty dollars (\$20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.4 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Regulations.

4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

4.6 One Plus Service Rates

The following rates apply to all presubscribed One Plus Service Customers. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.15/min.	\$0.15/min.	\$0.00	\$0.00

4.7 Inbound Toll-Free Service Rates

The following rates apply to all Customers of Inbound Toll-Free Service. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.19/min.	\$0.19/min.	\$0.00	\$0.00

4.8 Travel Card Service Rates

Rates for Travel Card Calls are as follows. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.19/min.	\$0.19/min.	\$0.00	\$0.00

4.9 Prepaid Calling Card Service Rates

Rates for calls made with a Prepaid Calling Card are as follows. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

4.9.1 Prepaid Calling Card Service Rates

4.9.1.A Intrastate Rate

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Per Call Fee
Plan 1	1 Unit/Min. (1 Unit = \$0.17)	1 Unit/Min. (1 Unit = \$0.17)	\$0.25

4.10 Payphone Compensation Surcharge

Customer dialed 800, 888, 877 and "10XXX" calls originated from pay telephones to obtain access to the Company's Services will incur a per-call surcharge of \$0.30.

4.11 Directory Assistance

The Company does not provide directory assistance. Access to long distance directory assistance may be obtained by dialing 1+(area code)+555-1212. User will be charged (or Customer will be billed) \$0.29 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

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4.12 Rates for Hearing or Speech Impaired

For medically certified hearing or speech impaired Users who communicate via a TDD, the Company will issue upon request a credit in an amount of 25% of the regularly billed charges under Section 2.6 for calls made between TDDs. The credit will appear on the Customer's subsequent bill.

4.13 Application Periods

The following application periods apply to the rates established in this Section 4.

MON.	TUES.	WED.	THU.	FRI.	SAT.	SUN.
------	-------	------	------	------	------	------

8:00 AM						
to		Day Rate Period			N/Wkd	
5:00 PM	-----		-----			

5:00 PM						
to		Evening Rate Period		N/Wkd	Eve.	
11:00 PM	-----		-----	-----		

11:00 PM						
to		Night/Weekend Rate Period				
8:00 AM	-----					

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4.14 Holiday

On Holidays the rate applicable is the Evening rate unless a lower rate would normally apply.

4.15 Computation of Charges

4.15.1 Calls will be billed in increments of either (i) an initial thirty (30) seconds period and additional periods of six (6) seconds, (ii) an initial sixty (60) seconds period and additional periods of thirty (30) seconds, or (iii) an initial one (1) minute period and additional periods of one (1) minute, as set forth in Sections 3 and 4 herein. Where answer supervision is available, the time of each call begins as set forth in Subsection 4.15.2 below, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capability exists.

4.15.2 Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Other Provider. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

OPERATOR SERVICES

Applying to the Provision of Intrastate
Operator Services Between Points in the
State of Tennessee

AND

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This tariff is on file with the Tennessee Regulatory Authority and copies may be inspected, during normal business hours, at Empire Telecom Services, Inc., 9040 Roswell Road, Suite 480, Atlanta, Georgia 30350-1892.

ALL MATERIALS IN THIS TARIFF ARE NEW

Issued: October 25, 1999

By: Alan B. Thomas, Jr.
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Effective:

Check List

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION NO.</u>	<u>SHEET</u>	<u>REVISION NO.</u>
1	Original	34	Original
2	Original	35	Original
3	Original	36	Original
4	Original	37	Original
5	Original	38	Original
6	Original	39	Original
7	Original	40	Original
8	Original	41	Original
9	Original	42	Original
10	Original	43	Original
11	Original	44	Original
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
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22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		

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Symbols

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation
- (D) To signify deleted or discontinued rate, regulation or condition
- (I) To signify a change resulting in an increase to a customer's bill
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition
- (N) To signify new rate, regulation, condition or sheet
- (R) To signify a change resulting in a reduction to a customer's bill
- (T) To signify change in text but no change in rate, rule or condition
- (Y) To signify a reference to other published tariffs
- (Z) To signify a correction

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TARIFF FORMAT SHEET

A. Sheet Numbering. Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new page is added the page appears as a decimal. For example, a new sheet added between sheets 34 and 35 would be 34.1.

B. Sheet Revision Numbers. Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Tennessee Regulatory Authority. For example, the 4th revised Sheet 34 cancels the third revised Sheet 34. Because of deferrals, notice periods etc., the most current sheet number on file with the Commission is not always the tariff sheet in effect. User should consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i)(1)

D. Check Sheets. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate operator services by Empire Telecom Services, Inc. (hereinafter referred to as "Empire" or the "Company") between various locations in the State of Tennessee.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

Issued: October 25, 1999

By: Alan B. Thomas, Jr.
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1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this tariff are defined below.

Access Code

"Access Code" means a sequence of numbers that, when dialed, connect a Consumer to the Carrier or Provider of Operator Services associated with that sequence.

Aggregator

"Aggregator" means any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for intrastate telephone calls using a Provider of Operator Services.

Aggregator Contract

"Aggregator Contract" means a contract entered into between an Aggregator Customer and the Company for the provision of Operator Services.

Aggregator Customer

"Aggregator Customer" means an Aggregator for whom the Company serves as the Presubscribed Provider of Operator Services for one or more locations within that Aggregator's control.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Billed Party

"Billed Party" means the person or entity responsible for payment of an Operator Assisted Call, as more specifically described in Section 2.29.10.B hereof.

1 Technical Terms and Abbreviations (cont.)

Call Splashing

"Call Splashing" means the transfer of a telephone call from one Provider of Operator Services to another in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of such location.

Calling Card Call

"Calling Card Call" means an Operator Assisted Call made and billed by means of a telephone calling card issued by a Carrier or Provider of Operator Services.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Collect Call

"Collect Call" means an Operator Assisted Call billed to the called party.

Commission

"Commission" means the Tennessee Regulatory Authority.

Consumer

"Consumer" means a User initiating any intrastate telephone call using Operator Services.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.21 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.21 hereof.

1 Technical Terms and Abbreviations (cont.)

Credit Card Call

"Credit Card Call" means an Operator Assisted Call using a credit card.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.8

Customer

"Customer" means the person, firm, company, corporation, or other entity that pursuant to a Service Order, orders Service(s) under this Tariff, or in the case of Calling Card Calls, Credit Card Calls, Collect Calls or Third Party Calls, the Billed Party.

Day

"Day" means a period of time from 8:00 A.M. to (but not including) 5:00 P.M. Monday through Friday, as measured by local time at the location from which the call is originated.

Evening

"Evening" means a period of time from 5:00 P.M. to (but not including) 11:00 P.M., Sunday through Friday and any time during Holidays as measured by local time at the location from which the call is originated.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission) having jurisdiction over the Company or the provision of Services (including without limitation Operator Services) hereunder.

1 Technical Terms and Abbreviations (cont.)

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, Labor Day and Christmas Day (December 25).

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

LEC

"LEC" means a carrier authorized by the Commission to provide service within one or more local telephone exchanges.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications services.

Minimum Service Period ("MSP")

"Minimum Service Period" ("MSP") means the minimum period of time during which Customer takes Service ordered under Service Orders under this Tariff.

Night/Weekend ("N/Wkd")

"Night/Weekend" ("N/Wkd") means a period of time from 11:00 P.M. to (but not including) 8:00 A.M. Monday through Friday, any time on Saturday, and all day Sunday except 5:00 P.M. to (but not including) 11:00 P.M., as measured by local time at the location from which the call is originated.

1 Technical Terms and Abbreviations (cont.)

Operator Assisted Call

"Operator Assisted Call" means an intrastate telephone connection completed through the use of Operator Services (described in Section 2.29 hereunder).

Operator Service Charges

"Operator Service Charges" means the Company's charges, based on the rates set forth in Section 4.5.1 hereof, for completion of an Operator Assisted Call consisting of (i) a measured charge and (ii) a non-measured (fixed) additional Operator Service charge.

Operator Services

"Operator Services" means the provision of Operator Assisted Calls and other operator assistance by the Company pursuant to this Tariff, as more fully described in Sections 2 and 3 herein.

Operator Station

"Operator Station" shall mean an attended operator station used to complete or process an Operator Assisted Call.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omissions, errors or other defects in the Services or in the provision thereof.

Person-to-Person Call

"Person-to-Person Call" means an Operator Assisted Call which is placed under the stipulation that the caller will initially speak only to a specified, called party.

1 Technical Terms and Abbreviations (cont.)

Presubscribed Provider of Operator Services

"Presubscribed Provider of Operator Services" means the intrastate Provider of Operator Services to which the Consumer is connected when the Consumer places a call using a Provider of Operator Services without dialing an Access Code.

Provider of Operator Services

"Provider of Operator Services" means any Carrier that provides, or any other person the Commission determines to be a provider of, Operator Services.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or by any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariffs

"Resale Tariffs" means the tariffs of an Underlying Carrier.

Room Charge Call

"Room Charge Call" means an Operator Assisted Call for which charges are collected by the Aggregator Customer from the Consumer occupying the room from which the call originated.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" (as used herein) means the Company's Operator Service(s) provided under this Tariff.

1 Technical Terms and Abbreviations (cont.)

Service Order

“Service Order” means a Company designated form used from time to time by Customer for ordering Services hereunder.

TDD

“TDD” means a Telecommunications Device for the Deaf.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Service, either at Customer’s request, or by the Company in accordance with Regulations.

Third Party Billing Companies

“Third Party Billing Companies” means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company’s behalf.

Third Party Call

“Third Party Call” means an Operator Assisted Call for which charges are billed to telephone number which is neither the originating nor the terminating telephone number.

Underlying Carriers

“Underlying Carrier(s)” means the Carrier(s) whose services are resold by the Company pursuant to this Tariff.

User

“User” means (i) a Customer, or (ii) any person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

2 RULES AND REGULATIONS

The Company is a Provider of Operator Services. The Services described in Section 3 of this Tariff are provided by the Company pursuant to applicable Resale Tariffs which are on file with, and have been approved for resale by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 The Company shall exercise its best efforts to provide Services to Users between any and all points described herein pursuant to the terms and conditions set forth in this Tariff.
- 2.1.2 Services ordered by Customers under Service Orders will be made available for Users' use as soon as practicable after the Company's receipt of said Service Order. In the event of a conflict or inconsistency between the terms of a Service Order and those of this Tariff, the latter shall govern.
- 2.1.3 The obligations of the Company to provide Services under this Tariff are expressly conditioned upon the following: (i) the availability, the Company's procurement, the completed construction, and ongoing maintenance of all necessary facilities (including without limitation those facilities of Underlying Carriers) required for the Services; (ii) interconnection of the Company's facilities to Other Providers' services or facilities as required; and (iii) use of Services not in excess of any applicable Credit Limit.
- 2.1.4 The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; and (ii) to block Services to any User location or to any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the applicable Credit Limit.

2.2 Responsibility and Use

2.2.1 Services may be used by Users for any lawful purpose, subject to the terms and conditions set forth herein and in any applicable Service Order. Subject to the limitations and conditions set forth in this Tariff, Services are available for use twenty-four (24) hours per day, seven (7) days per week.

2.2.2 Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent use of or access to Services; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.3 Relationship to Resale Tariffs and Aggregator Contract

In the event of a conflict between the rates, terms, and conditions of this Tariff and those of any Resale Tariff or Aggregator Contract, the rates, terms, and conditions of this Tariff shall govern.

2.4 Billing and Payments

2.4.1 Charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the User's actual usage.

2.4.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.4.3 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Credit Card Calls are subject to any applicable limitations established by any Regulation.

2.4 Billing and Payments (cont.)

2.4.4 Except as otherwise provided herein, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulation; provided, however, Customer at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to seek Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulations.

2.4.5 Operator Service Charges incurred by Consumers will be billed in accordance with Section 2.29.10.B hereof; all other Operator Service Charges shall be billed to Aggregator Customers. Except as otherwise set forth in this Tariff, all Operator Service Charges shall be subject to the foregoing provisions regarding billing and payments.

2.4.6 Third Party Billing

The Company may engage one or more Third Party Billing Companies to bill Customers (including without limitation Aggregator Customers) for Services provided hereunder, subject to any and all applicable Regulations; provided, however, dispute resolution procedures for any disputed charges billed by Third Party Billing Companies will at all times be subject to the Commission's Regulations.

2.5 Taxes

All federal, state, and local excise, sales, use and similar taxes, shall be billed by the Company as separate line items on Customer's invoice and are not included in any quoted rates described or contained in this Tariff.

2.6 Deposits

The Company will not collect deposits from its Customers.

2.7 Advance Payments

The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Commission Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section 2.7 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.8 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's consumption of Services for any monthly period.

2.9 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls (including without limitation Operator Assisted Calls) which (i) are made to certain countries, cities, or central office ("NXX") exchanges, or (ii) make use of certain Authorization Codes, as the Company, in its sole opinion and discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.10 Indemnification by Customer

2.10.1 Customer shall defend, indemnify and hold the Company harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.10.1.A libel, slander, obscenity or indecency resulting from or associated with any use of the Services provided to any User hereunder;

2.10.1.B infringement of any patent, copyright, trademark, trade name or trade secret arising from: (i) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.10.1.C except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

2.11 Customer Premises Equipment ("CPE")

CPE attachment by the User is permitted under this Tariff. The Customer is responsible for ensuring that all such attached CPE must conform to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.12 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariffs.

2.13 Interconnection

2.13.1 The Services may be connected with services or facilities of Other Providers subject to any technical limitations applicable to the latter; provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

2.13.2 Interconnection with the facilities or services of Other Providers is subject to the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. Any interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and those of Other Providers must be provided at the Customer's sole expense.

2.14 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.15 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.16 Discontinuation

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) to any applicable Regulations, for any of the following reasons:

2.16.1 by order of a Governmental Authority;

2.16.2 in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff or of any other Regulations by the Customer, by any Consumer or any other User or by any other person;

2.16.3 the use of Services in excess of a Customer's Credit Limit (if any) or Customer's failure to make an advance payment (if so required) for Services provided hereunder;
or

2.16.4 Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.17 Restoration of Services

The Company shall restore any Terminated Services in accordance with Commission Regulations, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.18 Disclaimer

The Company will have no liability whatsoever to User, to its employees, agents, subcontractors, or assignees, or to any other person (i) for damages arising out of any Underlying Carriers' Performance Failure, (ii) for any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) for any act or omission of any Other Provider, User, Consumer or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE PROVISION OF SERVICES HEREUNDER.

2.19 Limitation of Liability

- 2.19.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demands, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by any User or any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by User for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due User as Credits or Credit Allowances pursuant to the provisions of Section 2.21 hereof.
- 2.19.2 To the fullest extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.19.1 hereof.
- 2.19.3 To the fullest extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.19.1 hereof.

2.19 Limitation of Liability (cont.)

- 2.19.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision or use of Services hereunder.
- 2.19.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, or from the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed an agent or employee of the Company in this undertaking.
- 2.19.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.20 Indemnification

Subject to the limitations of liability set forth in Section 2.19 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, or on the part of its agents, employees, subcontractors or assignees, in connection with the provision or use of the Services. The indemnifying party under this Section 2.20 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.20 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

Issued: October 25, 1999

Effective:

By: Alan B. Thomas, Jr.
Executive Vice President
Empire Telecom Services, Inc.
9040 Roswell Road, Suite 480
Atlanta, Georgia 30350-1892

2.21 Credits and Credit Allowances

2.21.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.21.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the fixed monthly, recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purpose of this calculation and is to be rounded to the nearest hour.

2.21.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which the Company receives from the Other Provider. Any other provision of this Section 2.21 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due the Company. In no event will the Company be responsible for payment or collection of any Credit Allowances due any User by any Aggregator.

2.21 Credits and Credit Allowances (cont.)

2.21.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.21; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed recurring monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.22 Minimum Service Period

The Minimum Service Period will be for the term specified in Customer's Service Order, which term must be no less than thirty (30) days. This MSP shall automatically renew for subsequent terms of equal duration. Either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.23 Compliance

The Company and Customer shall (and Customer shall cause User to) comply with all Regulations.

2.24 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, labor disputes, or any Regulations or other directive, action or request of any Governmental Authority.

2.25 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or for other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.26 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.27 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.28 Governing Law

This Tariff shall be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Georgia.

2.29 Operator Services

Operator Services and rates therefor are described in Sections 3.1 and 4.5.1 hereof, respectively.

2.29.1 Use of Operator Services

- 2.29.1.A Operator Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.29.1.B The use of Operator Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.29.1.C The use of Operator Services without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited; provided, however, the Company shall have no obligation to prevent such use or attempted use and, except as otherwise provided by Regulation, the Customer shall be fully liable to the Company for any and all Operator Service Charges resulting from the foregoing, subject to the provisions of Section 4.5.1 hereof.

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Effective:

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2.29 Operator Services (cont.)

2.29.2 Operator Service Responsibilities of the Company

- 2.29.2.A The Company (or its agent) shall identify the Company as the Provider of Operator Services by name, audibly and distinctly, to the Consumer at the beginning and at the end of each Operator Assisted Call;
- 2.29.2.B The Company shall permit the Consumer to terminate any Operator Assisted Call at no charge before the call is connected;
- 2.29.2.C With respect to all Operator Assisted Calls not directly billed by the Company or upon request, the Company shall disclose immediately at no charge to the Consumer:

2.29.3 a quote of its rates or charges for the Operator Assisted Call;

- 2.29.3.A.1 the methods by which such rates or charges will be collected;
and
- 2.29.3.A.2 the methods by which complaints concerning such rates, charges, or collection practices will be resolved.

2.29 Operator Services (cont.)

2.29.4 Responsibilities of Aggregator Customers

The Aggregator Customer shall:

2.29.4.A Post on or within twelve (12) inches of the telephone instrument, in plain view of Consumers, the following clear and conspicuous disclosures:

2.29.4.A.1 A label stating the following:

“THIS TELEPHONE HAS BEEN PRESUBSCRIBED TO EMPIRE TELECOM SERVICES, INC. (“EMPIRE”), WHO WILL PROVIDE AND BILL FOR OPERATOR SERVICES IN CONNECTION WITH CALLS MADE FROM THIS LOCATION AT ITS RATES. EMPIRE’S RATES FOR INTRASTATE SERVICE ARE ON FILE WITH THE TENNESSEE REGULATORY AUTHORITY. THESE RATES MAY BE OBTAINED BY CALLING EMPIRE AT THE FOLLOWING TOLL FREE NUMBER: (FOLLOWED BY THE NAME, ADDRESS, AND TOLL-FREE TELEPHONE NUMBER OF THE COMPANY). YOU MAY REACH THE EMPIRE OPERATOR DIRECTLY BY DIALING ‘00’”;

2.29.4.B Ensure that each of its telephones presubscribed to the Company allows the Consumer to use an “800” or “950” Access Code number to obtain access to the Provider of Operator Services desired by the Consumer;

2.29 Operator Services (cont.)

2.29.4 Responsibilities of Aggregator Customers (cont.)

2.29.4.C Ensure that no charge by the Aggregator Customer to the Consumer for using an "800" or "950" access code number, is greater than the amount the Aggregator Customer charges for calls placed using Operator Services provided by the Company;

2.29.5 Be responsible for placing any necessary orders; for complying with all tariffs and regulations approved or promulgated by the Commission, including without limitation this Tariff; and for assuring that Consumers comply with Tariff regulations;

2.29.5.A Comply with any and all other applicable laws, regulations, orders or other requirements (as they exist from time to time) of any Governmental Authority relating to services provided or made available by the Aggregator Customer;

2.29.5.B Be responsible for the payment of charges in accordance with the provisions of Section 2.4 hereof for all charges incurred, whether fraudulent or otherwise, for all calls originated at the Aggregator Customer's location(s) other than Collect Calls, Third Party Calls, Calling Card Calls, or Credit Card Calls;

2.29.5.C Be responsible for any and all charges incurred for special construction and/or special facilities which the Aggregator Customer requests and which are ordered by the Company on the Aggregator Customer's behalf;

2.29.5.D Provide without charge any equipment space, supporting structure, conduit or electrical power to the Company as may be required for the provision of Operator Services hereunder for the Aggregator Customer's locations;

2.29 Operator Services (cont.)

- 2.29.5.E Arrange access to the Aggregator Customer's premises at all of its locations at any reasonable time during ordinary business hours upon no less than one (1) day's written notice as may be required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Operator Services at said locations;
- 2.29.5.F Ensure (i) that the Aggregator Customer's terminal equipment and facilities are properly connected with the Company's facilities and Services, (ii) that the signals emitted into the Company's network from the Aggregator Customer's location are of the proper mode, bandwidth, power and signal level for the intended use of the Aggregator Customer and are in compliance with the criteria set forth in Part 68 of the rules of the FCC, and (iii) that such emitted signals do not damage equipment, injure personnel, or degrade service to other Users;
- 2.29.5.G Promptly pay the Company (i) for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or the willful act of the Aggregator Customer, Consumers, or others, or by improper use of equipment provided by the Aggregator Customer, by Consumers, or by others; or (ii) for the loss or theft of any of the Company's equipment installed at any Aggregator Customer's location.

2.29 Operator Services (cont.)

2.29.6 Responsibilities of the Consumer

With respect to any and all Operator Assisted Calls, the Consumer shall:

- 2.29.6.A comply with all applicable Regulations (including without limitation the provisions of this Tariff);
- 2.29.6.B establish its identity as often as the Company or any LEC or Aggregator Customer serving the Consumer may reasonably require; and
- 2.29.6.C identify the station, party, or person with whom Consumer seeks to communicate.

2.29.7 Consumer Billing

The Consumer shall provide the Company or the Company's agent with a valid method of billing Operator Assisted Calls. At its sole option and discretion, the Company shall have the right to:

- 2.29.7.A validate the credit worthiness of any Consumer through any reasonably applied credit card, calling card, called number, third party telephone number, or room number verification ("Credit Verification") procedure; or
- 2.29.7.B refuse to place any Operator Assisted Calls (i) for which billing cannot be validated, (ii) for which the Consumer fails or refuses to provide an acceptable billing method, (iii) for Consumers lacking credit worthiness as determined by Credit Verification, or (iv) in the event the Company reasonably suspects fraudulent use in connection with such calls.

2.29 Operator Services (cont.)

2.29.8 Remedies

2.29.8.A The Company shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to any Customer Aggregator whom the Company reasonably believes is in violation of the provisions set forth in Section 2.29.4 hereof regarding Customer Aggregator responsibilities or of any other applicable Regulation.

2.29.8.B In the event that:

2.29.8.B.1 the Aggregator Customer fails to maintain its equipment, facilities or premises in good working order; or

2.29.8.B.2 the Company reasonably determines that the state or operation of said equipment, facilities or premises may (i) cause harm to the Company's equipment or personnel, (ii) adversely affect the quality of the Services, or (iii) permit fraudulent use of the Services,

then the Company may, upon prior written notice and at its sole option and discretion, (i) require the Aggregator Customer (at the Aggregator Customer's sole expense) to take corrective measures with respect to the foregoing, or (ii) Terminate the provision of Operator Services to some or all of the Aggregator Customer's locations in accordance with the provisions set forth in Section 2.29.9.A hereof.

2.29.8.C The remedies set forth in this Section 2.29.8 shall be in addition to, and not in lieu of, any other remedies for violation of this Tariff available to the Company under this Tariff or any other applicable Regulation.

2.29 Operator Services (cont.)

2.29.9 Discontinuation and Interruption of Operator Services

2.29.9.A Discontinuation

The Company may, at its sole option and discretion, Terminate or suspend the provision of Operator Services to an Aggregator Customer or to a particular Aggregator Customer location in accordance with the notice provisions set forth in Section 2.16 hereof, without incurring any liability whatsoever in the event of one or more of the following:

- 2.29.9.A.1 Nonpayment of any amounts more than thirty (30) days past due to the Company for Operator Services provided hereunder;
- 2.29.9.A.2 Violation of any of the provisions of this Tariff or any other Regulation; or
- 2.29.9.A.3 By reason of any order or decision of the Commission or any other Governmental Authority effectively prohibiting the Company from furnishing Operator Services.

2.29.9.B Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time in order to perform maintenance, tests and/or inspections in order (i) to ensure compliance of the Aggregator Customer or any Consumer with applicable Regulations (including without limitation those set forth in this Tariff), (ii) to ensure proper installation and operation of the Aggregator Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Operator Services hereunder.

2.29 Operator Services (cont.)

2.29.10 Billing Arrangements

2.29.10.A Collect Calls, Calling Card Calls, Third Party Calls and Credit Card Calls

Subject to disclosure of rates pursuant to Section 2.29.2.C hereof, the following billing arrangements will apply to Operator Assisted Calls. Charges for Collect Calls, Calling Card Calls, and Third Party Calls will be included on the Billed Party's telephone bill, pursuant to billing and collection agreements entered into by the Company (or its intermediary) and the applicable Other Provider(s). Charges for Credit Card Calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

2.29.10.B Billed Party

The Billed Party for Operator Assisted Calls is as follows:

- (i) in the case of a Calling Card Call or Credit Card Call, the holder of the calling card or credit card, respectively, used by the Consumer; and
- (ii) in the case of a Collect Call or Third Party Call, the person who is responsible for payment for local telephone service at the telephone number called and who agrees to accept charges for the call.

2.29 Operator Services (cont.)

2.29.10 Billing Arrangements (cont.)

2.29.10.C Room Charge Calls

Charges for Room Charge Calls will be included on the hotel or motel bill of the Consumer subject to (i) the Consumer's request, and (ii) the Aggregator Customer's authorization. The Company shall provide a record of the call detail and charges to the hotel or motel for all Room Charge Calls. The Aggregator Customer shall be solely responsible for the collection of charges for Room Charge Calls from Consumers, and shall remain fully liable to the Company for all such Room Charge Calls, whether or not collected from the Consumer. The Company shall provide Room Charge Calls only subject to express, written authorization by the Aggregator Customer.

2.29.10.D Call Splashing

The Company will not engage in Call Splashing, except under the following conditions:

- 2.29.10.D.1 the Consumer requests to be transferred to another Provider of Operator Services;
- 2.29.10.D.2 the Consumer is informed prior to incurring any charges of any rate changes for Operator Assisted Calls resulting from such transfer; and
- 2.29.10.D.3 the Consumer consents to the transfer after disclosure of the foregoing.

2.29 Operator Services (cont.)

Billing Arrangements (cont.)

2.29.10.E Person-to-Person Calls

Person-to-Person Calls will not be deemed completed until either (i) the specific party named by the Consumer is contacted, or (ii) the Consumer agrees to speak to a different party. Person-to-Person calls shall only be offered in conjunction with one of the charges set forth in Sections 2.29.10.A or 2.29.10.B. Any of the Operator Assisted Calls described in Section 3.1 hereof may optionally be placed on a Person-to-Person basis at the Person-to-Person rates set forth in Section 4.5.1 hereof.

3 DESCRIPTION OF SERVICES

3.1 Description of Services

Services consist of Operator Services. Services may be originated and/or terminated at any location in the State of Tennessee.

3.1.1 Operator Services consist of Operator Assisted Calls, including Collect Calls, Credit Card Calls, Person-to-Person Calls, Room Charge Calls, Third Party Calls, and related Operator Services provided by the Company.

3.2 Timing of Calls

The Customer's monthly charges for Services provided hereunder are based upon either (i) the total time the User actually uses the Services (rounded to the increments set forth in Section 4.5.1), or (ii) the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H coordinates set forth in AT&T's FCC Tariff No. 10 on file with the Commission. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

4. RATES

4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of twenty dollars (\$20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Regulations (i.e., thirty (30) days written notice to the Commission before implementation).

4.4 Late Payment Charge

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

4.6 Operator Services Rates

4.6.1 Rates applicable to all Operator Assisted Calls for all Customers (including all "0+" calls made from Aggregator Customer locations) are as follows:

	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0 - 10	\$0.1100	\$0.1100	\$0.0800	\$0.0800	0.0600	\$0.0600
11 - 16	0.1100	0.1100	0.0900	0.0900	0.0900	0.0900
17 - 22	0.1100	0.1100	0.0900	0.0900	0.0900	0.0900
23 - 30	0.1300	0.1300	0.0900	0.0900	0.0800	0.0800
31 - 40	0.1300	0.1300	0.0900	0.0900	0.0800	0.0800
41 - 55	0.1300	0.1300	0.0900	0.0900	0.0800	0.0800
56 - 70	0.1300	0.1300	0.1300	0.1300	0.0900	0.0900
71 - 124	0.1300	0.1300	0.1300	0.1300	0.0900	0.0900
125 - 196	0.1300	0.1300	0.1400	0.1400	0.1200	0.1200
197 - 292	0.1300	0.1300	0.1400	0.1400	0.1200	0.1200
293 - 400	0.1500	0.1500	0.1500	0.1500	0.1200	0.1200

4.6.2 The following additional Operator Service charges will apply to all Operator Assisted Calls in addition to the Intrastate Service Rates set forth in the preceding Section 4.6.1:

4.6.2.A	Calling Card Call (automated)	\$.80
4.6.2.B	Credit Card Call (automated)	\$.80
4.6.2.C	Station-to-station (collect, third party)	\$1.94
4.6.2.D	Person-to-person	\$3.00

4.6 Operator Service Rates (cont.)

4.6.3 An additional \$1.00 surcharge will be added to the charges for any Operator Assisted Call for any Customer requiring live operator assistance. This surcharge does not apply to:

4.6.3.A Operator Assisted Calls made by a calling party who cannot otherwise dial the call due to defective equipment or trouble on the Company's network;

4.6.3.B Operator Assisted Calls placed for a calling party who identifies itself as handicapped and who is unable to place the call as a result of said handicap; or

4.6.3.C Operator Assisted Calls placed by a calling party involving police, medical or other emergencies.

4.7 Directory Assistance

The Company does not provide directory assistance. Access to long distance directory assistance may be obtained by dialing 1 + (area code) + 555-1212. User will be charged (or Customer will be billed) \$0.75 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4.8 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for Operator Services when the call is placed by a method that would normally incur the surcharge.

4.9 Application Periods

The following application periods apply to the rates established in this Section 4.

MON.	TUES.	WED.	THU.	FRI.	SAT.	SUN.
------	-------	------	------	------	------	------

8:00 AM	to	Day Rate Period	N/Wkd	
5:00 PM		-----		-----

5:00 PM	to	Evening Rate Period	N/Wkd	Eve.
11:00 PM		-----		-----

11:00 PM	to	Night/Weekend Rate Period
8:00 AM		-----

4.10 Holiday

On Holidays the rate applicable is the Evening rate unless a lower rate would normally apply.

4.11 Computation of Charges

- 4.11.1 Calls will be billed in increments of either (i) an initial thirty (30) seconds period and additional periods of six (6) seconds, (ii) an initial sixty (60) seconds period and additional periods of thirty (30) seconds, or (iii) an initial one (1) minute period and additional periods of one (1) minute, as set forth in Section 4.5.1. Where answer supervision is available, the time of each call begins as set forth in Subsection 4.11.2 below, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capability exists.
- 4.11.2 Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Underlying Carrier. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's or Billed Party's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered calls inadvertently billed due to the unavailability of Feature Group D or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

EXHIBIT "E"

BIOGRAPHICAL INFORMATION **REGARDING MANAGEMENT OF APPLICANT**

Applicant's management team possesses the necessary technical capability to provide competitive local exchange and intrastate interexchange telecommunications services in the State of Tennessee. Applicant's key personnel are described on the following pages:

MANAGEMENT DESCRIPTION

William S. Woulfin, Chairman and Chief Executive Officer, has over thirty (30) years of management experience in the telecommunications industry. His experience includes three (3) years with Ohio Bell as the leader of the design simulation group, which was responsible for modeling real time computer systems. He spent eight (8) years as a Manager for Bell Telephone Laboratories where he was responsible for the testing and installation of large database systems to support central office and telephone plant applications. In addition, he has served as Vice President and then Executive Vice President of Computer Generation where he was responsible for overseeing project consulting, development planning, new product evaluation and worldwide sales and marketing.

W. Dale Smith, President, has extensive management experience in both the public and private sectors. Mr. Smith began his career with Sonoco Products Co., where he advanced through various executive management positions, including National Accounts Sales Manager, New York City and Southeastern Regional Marketing and Sales Manager. In 1980, Mr. Smith resigned from Sonoco to become the Commissioner of Commerce and the Deputy Secretary of the Commerce Cabinet for the Commonwealth of Kentucky under then Governor John Y. Brown. During his four (4) years in these public service positions, Mr. Smith managed five state departments, maintained offices for the Commonwealth of Kentucky on four (4) continents, and was instrumental in raising over \$2 billion in new investments in the Commonwealth of Kentucky, making Kentucky one of the top five (5) states in the nation for new investments. Since 1990, Mr. Smith has been a principal in D. Smith and Company, where he has assisted companies in capital formation and strategic marketing.

Alan B. Thomas, Jr., Executive Vice President, has extensive experience in the high technology and telecommunications industries, including eighteen (18) years of experience with IBM. While employed with IBM, Mr. Thomas coordinated multi-billion dollar division-wide plans and strategies, was National Manager of Sales Operations where he was responsible for annual sales in excess of \$600 million, and was National Sales Manager for IBM's peripheral communications product lines. He has also held executive level positions with Capella Systems, Inc., where he was Vice President of Sales and Marketing for communications products, and Wall Data, Inc., where he was North American Manager of Channel Marketing for communications products. Mr. Thomas also founded DataNet, Inc., a developer of metropolitan-wide wireless communications network solutions, and Channel Management Resources, Inc. ("CMR"), a consulting firm providing capital formation and strategic business development support to firms within the high technology and telecommunications industries. CMR's major clients included IBM, NEC and BellSouth Corporation.

Reginald P. McFarland, Vice President, has over thirty (30) years of experience in the telecommunications industry. Prior to joining the Company, Mr. McFarland served as Senior Vice President, Network Operations of ILD Telecommunications, Inc. ("ILD"). Prior to joining ILD, Mr. McFarland served from 1989 until 1997 as President and majority shareholder of Interlink Telecommunications, Inc. ("Interlink"), which he founded in 1989 as an enhanced telecommunications service provider. Under his management, Interlink became a full-service telecommunications provider of local, long distance and alternate operator services in Georgia, Alabama, Florida, Tennessee, Kentucky, South Carolina and North Carolina. Prior to 1989, Mr. McFarland served in various managerial positions with AT&T Corp., where he worked with Bell

MANAGEMENT DESCRIPTION (cont.)

Laboratories to resolve problems associated with integrating 4ESS switches into the Bell switching network. In addition, also while at AT&T, Mr. McFarland was a Manager of the Atlanta and New Orleans switching offices.

Jeff Hinkle, Vice President, has extensive experience in information technology strategy and network infrastructure development in the financial, manufacturing and telecommunications industries. Prior to joining the Company, Mr. Hinkle held data engineering positions with Sun Data, Inc., General Electric Information Technology Systems, and BellSouth Telecommunications, Inc.

Donald G. Santavicca, Controller, has over thirty (30) years of experience in all phases of financial management and administration in both the public and private sectors. Mr. Santavicca has held various financial positions with The Mead Corporation, including Controller of its packaging division. In addition, for fourteen (14) years, he served as Chief Financial Officer of Servidyne Incorporated, a heating, ventilation and air conditioning service company that leased large commercial air conditioning systems and licensed preventive maintenance software systems.

EXHIBIT "F"

FINANCIAL STATEMENTS

This attachment contains information that is confidential and proprietary, and is being submitted separately under seal.

EXHIBIT "G"

**APPLICANT'S SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS PLAN**

EMPIRE TELECOM SERVICES, INC.

**SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN**

Pursuant to Tennessee Code Annotated § 65-5-212, as amended, Empire Telecom Services, Inc. (“Empire”) submits this plan to enhance the participation of small and minority-owned businesses in the telecommunications industry in the State of Tennessee (“Plan”).

I. PURPOSE

The purpose of Section 65-5-212 is to provide opportunities for small and minority-owned telecommunications businesses to provide goods and services to telecommunications service providers within the State of Tennessee. Empire is committed to the goals of Section 65-5-212 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the Tennessee telecommunications market. As such, Empire intends to provide opportunities for small and minority-owned businesses to compete for contracts for goods and services. Furthermore, Empire intends to identify and to inform small and minority-owned businesses of such opportunities. To this end, Empire intends to obtain a list of qualified vendors from the Department of Economic and Community Development, which administers the small and minority-owned telecommunications business assistance program.

II. DEFINITIONS

As defined in Section 65-5-212, “small business” means a business which has annual gross receipts of less than four million dollars (\$4,000,000). “Minority-owned business” means a small business which is solely-owned by, or at least fifty-one percent (51%) of the assets or outstanding stock is owned by, an individual who personally manages and controls daily operations of such business and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin.

III. ADMINISTRATION

The Plan will be overseen and administered by the individual named below (hereinafter referred to as the “Administrator”), who will be responsible for carrying out and promoting Empire’s efforts at providing equal opportunities for small and minority-owned telecommunications businesses. The Administrator of the Plan will be:

Alan B. Thomas, Jr.
Executive Vice President
EmpireTelecom Services, Inc.
4501 Circle 75 Parkway
Building D, Suite 4210
Atlanta, Georgia 30339
Tel.: (770) 643-9371
Fax.: (770) 643-9539

The Administrator’s responsibilities will include:

- (i) maintaining an updated Plan in full compliance with Section 65-5-212 and with the rules and regulations of the Tennessee Regulatory Authority (“TRA”);
- (ii) developing and implementing policies and procedures necessary for the Plan’s success at increasing participation by small and minority-owned telecommunications businesses;
- (iii) preparing and submitting such information as may be required by the TRA from time to time, including, *inter alia*, required annual updates;
- (iv) serving as the primary contact point between Empire and the TRA, other agencies of the State of Tennessee and small and minority-owned businesses;
- (v) developing (and encouraging the development of) opportunities for small and minority-owned telecommunications businesses to bid on and participate in Empire contracts; and
- (vi) establishing a recordkeeping system to track Empire’s efforts at encouraging participation by small and minority-owned telecommunications businesses.

In performance of these duties, the Administrator intends to utilize a number of resources, including: the United States Department of Commerce (Small Business Administration and Office of Minority Business), the Tennessee Department of Economic and Community Development, and local Chambers of Commerce throughout the State of Tennessee. In addition, Empire intends to contact certain coalitions whose mission is to increase minority participation in business (*e.g.*, the National Minority Supplier Development Council, the National Association of Minority Contractors).

IV. RECORDS AND COMPLIANCE REPORTS

Empire intends to maintain records of (i) qualified small and minority-owned telecommunications businesses, and (ii) Empire's efforts to use the goods and services of such businesses, including internal educational or training activities conducted to implement or to improve the Plan. Empire will submit to the TRA all records concerning the plan which are required by the TRA, and intends to cooperate fully with all surveys, studies or information requests authorized by the TRA.

Dated this 7TH day of March, 2000.

EMPIRE TELECOM SERVICES, INC.

By: 
Alan B. Thomas, Jr.
Executive Vice President

EXHIBIT "H"

APPLICANT'S YEAR 2000 READINESS DISCLOSURE

Applicant is a newly-created telecommunications carrier. As such, Applicant does not currently utilize any legacy systems that are not Year 2000 compliant. To the extent that it provides telecommunications services over its own facilities, Applicant will utilize facilities that are Year 2000 compliant.

EXHIBIT "I"

APPLICANT'S TOLL DIALING PARITY PLAN

**INTRALATA TOLL DIALING PARITY PLAN
OF
EMPIRE TELECOM SERVICES, INC.**

Pursuant to 47 C.F.R. § 51.213, Empire Telecom Services, Inc. ("Empire") hereby submits to the Tennessee Regulatory Authority ("TRA") its intraLATA toll dialing parity (*i.e.*, intraLATA presubscription) plan as set forth below. Empire is a telecommunications carrier seeking authorization to resell local exchange and intrastate toll service throughout the State of Tennessee. This Plan will be implemented throughout all exchanges in Tennessee. Empire intends to offer its services in all LATAs in Tennessee.

1. Purpose

The intent of this plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls.

2. Implementation Schedule

Empire will implement this dialing parity plan for intraLATA toll, for its resold voice services when it resells voice services of an underlying provider, in all exchanges and LATAs in Tennessee within 30 days of the TRA's approval of this plan. Empire will tariff this plan within 14 days after the TRA's approval of this plan.

3. Carrier Selection Procedures

Empire will, contingent upon underlying RBOC provisioning while in a reseller mode, implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.

Empire employees, or its agents, who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Customer service personnel will be prepared to make changes in customer records based upon requests from customers or carriers and direct customers to their chosen intraLATA carriers in accordance with FCC and state commission rules and regulations. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. Empire's customer service personnel and other employees and agents will respond to inquiries about intraLATA carriers in a competitively neutral fashion and will not attempt to dissuade customers from presubscribing to another carrier's intraLATA toll service at a time when a customer calls to request that their presubscribed intraLATA toll service be switched to a new carrier. Empire's employees and agents will not discuss alternative carrier rates or service and will not provide customers with carrier identification codes or access code dialing instructions.

4. New Installation Customers

Customers who contact Empire requesting new voice exchange service will be provided a list of telecommunications carriers available to provide interLATA service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including Empire, that provide intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA carrier will be identified within Empire's, or the underlying carrier's, system as "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" will be required to dial 10XXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier. Empire will refrain from automatically assigning intraLATA service for new customers to itself or to the customer's preferred interLATA carrier. For a period of 30 days from initial implementation, customers will not be assessed an intraLATA PIC change charge for their initial intraLATA toll carrier choice.

5. PIC Freeze

Following the initial implementation 90-day waiver period (when existing customers may select an intraLATA carrier at no charge), Empire plans to offer an intraLATA PIC freeze. The PIC freeze will not be marketed for 90 days following approval of this plan. Empire will accept a three-way call to remove any intraLATA PIC freeze.

6. Customer Education/Notification

Prior to implementation, customers will receive information in the form of a bill insert (or in the form of a notice in the course of negotiations for prospective customers) explaining their opportunity to select an intraLATA carrier within 30 days following implementation of intraLATA dialing parity. Any information regarding intraLATA carriers will be presented in a competitively neutral manner. Empire anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. Empire will request that directory providers update their directories as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier. A toll free number will be provided in the bill insert provided to Empire end-users for these customers to call for a list of intraLATA toll providers, additional assistance or information.

7. Carrier Notification

Current interexchange carriers will be notified of Empire's intraLATA toll dialing parity implementation via letter reasonably in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of Empire's implementation date. Empire needs notification in advance to include the carrier on the list of participating carriers in each Empire exchange. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 60 days of notifying Empire.

Empire, upon request, will provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through

the processes that currently exist for the interLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or for existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats in compliance with FCC Order No. 96-333, paragraph 389. All such information will be provided at cost to the requestor, and will be provided pursuant to Empire access tariff or non-discriminatory individual case basis (ICB) provisions.

8. Compliance with Laws/Anti-slamming Procedures

Empire will provide nondiscriminatory access to telephone numbers, operator services, directory assistance and directory listings in all areas served. Empire will comply with all rules promulgated by the FCC and TRA, including the TRA's anti-slamming rules. Empire's procedures to protect consumers against slamming will conform to the requirements of TRA Rule 1220 4-2-.56.

9. Access to Operator Services and Directory Assistance

Access to Operator Services and Directory Assistance will continue to be available through Empire's underlying local exchange or interLATA carrier. No industry standard has been established for access to Operator Services and Directory Assistance unique to the intraLATA carrier. For Operator Services, customers dial "0" to reach their local exchange operator and "00" to reach their interLATA operator. For Directory Assistance, customers dial "411" for accessing local exchange Directory Assistance and "1-NPA-555-1212" for accessing their interLATA carrier's Directory Assistance.

Local and interLATA Operator Services and Directory Assistance may be branded by the underlying providers of local and interLATA service, as appropriate, based on the dialing pattern of the end user. Since no unique intraLATA dialing patterns currently exist in the industry, neither Empire, nor its underlying provider, is capable of identifying intraLATA calls to local or interLATA operators or directory assistance representatives.

10. **Cost Recovery**

Section 51.215 of Title 47 of the CFR states that “a LEC may recover the incremental costs related to the implementation of toll dialing parity.” Empire may file a cost recovery plan, including cost information and other necessary supporting documentation, within 270 days after intraLATA presubscription implementation to include a proposed recovery period and an annual true up procedure.

Respectfully submitted,

Charles A. Hudak
Gerry, Friend & Saprionov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
(770) 399-9500

COUNSEL FOR EMPIRE TELECOM
SERVICES, INC.

EXHIBIT "J"

PRE-FILED TESTIMONY OF ALAN B. THOMAS, JR.,
EXECUTIVE VICE PRESIDENT OF APPLICANT

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

IN RE:)	
)	
APPLICATION OF EMPIRE TELECOM)	
SERVICES, INC. FOR A CERTIFICATE)	
OF PUBLIC CONVENIENCE AND)	
NECESSITY TO PROVIDE LOCAL)	
EXCHANGE AND INTRASTATE)	
INTEREXCHANGE SERVICES,)	
AND ALTERNATE OPERATOR)	DOCKET NO. _____
SERVICES AS A COMPETITIVE)	
TELECOMMUNICATIONS SERVICE)	
PROVIDER WITHIN THE)	
STATE OF TENNESSEE)	

**DIRECT TESTIMONY OF ALAN B. THOMAS, JR.
ON BEHALF OF EMPIRE TELECOM SERVICES, INC.**

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Nashville, Tennessee 37219
Tel.: (615) 252-2399
Fax.: (615) 252-6399

COUNSEL FOR EMPIRE TELECOM
SERVICES, INC.

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Alan B. Thomas, Jr., and my business address is 4501 Circle 75 Parkway,
3 Building D, Suite 4210, Atlanta, Georgia 30339.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by Empire Telecom Services, Inc. ("Empire") as Executive Vice President.

6 **Q. PLEASE IDENTIFY EMPIRE.**

7 A. Empire a is a newly-created telecommunications carrier. Currently, Empire is in the process
8 of applying for a Certificate of Public Convenience and Necessity from the Tennessee
9 Regulatory Authority ("TRA") to provide local exchange service, intrastate, interLATA and
10 intraLATA toll (as permitted by the Commission) telecommunications services, and alternate
11 operator services as a competitive telecommunications service provider within the State of
12 Tennessee.

13 **Q. WHAT ARE YOUR RESPONSIBILITIES WITH EMPIRE?**

14 A. As Executive Vice President of Empire, I participate in overseeing Empire's daily
15 operations, including oversight of sales, marketing, finance, personnel and regulatory
16 compliance activities.

17 **Q. PLEASE PROVIDE A BRIEF BACKGROUND OF YOUR EDUCATION AND**
18 **WORK EXPERIENCE.**

19 A. My industry experience coupled with my business experience has prepared me for the
20 successful implementation of Empire's business plan to become an integrated
21 communications provider. My industry experience includes eighteen (18) years with IBM,
22 where I coordinated multi-billion dollar division-wide plans and strategies. As National
23 Manager of Sales Operations for IBM, I was responsible for annual sales in excess of \$600
24 million, and I also served as National Sales Manager for IBM's peripheral communications
25 product lines. I am also familiar with the process of starting and successfully overseeing a

1 new telecommunications company, having founded DataNet, Inc., a company specializing
2 in the development of metropolitan-wide wireless communications network solutions, and
3 Channel Management Resources, Inc., a consulting firm providing capital formation and
4 strategic business development support to firms within the high technology and
5 telecommunications industries. In addition to my industry experience, I have also held
6 several executive positions with the following companies: (i) Vice President of Sales and
7 Marketing for communications products at Capella Systems, Inc., and (ii) North American
8 Manager of Channel Marketing for communications products for Wall, Data, Inc.

9 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

10 A. The purpose of my testimony is to support Empire's application for authority to provide
11 facilities-based and resold local exchange and intrastate, interexchange (interLATA and
12 intraLATA toll) telecommunications services, and alternate operator services as a
13 competitive telecommunications service provider within the State of Tennessee.

14 **Q. WILL OTHER WITNESSES BE TESTIFYING ON BEHALF OF EMPIRE?**

15 A. No.

16 **Q. ARE YOU FAMILIAR WITH THE APPLICATION THAT EMPIRE HAS**
17 **SUBMITTED TO THE TRA?**

18 A. Yes, I am.

19 **Q. DO YOU RATIFY AND CONFIRM THE STATEMENTS AND**
20 **REPRESENTATIONS MADE IN THAT APPLICATION?**

21 A. Yes, I do.

22 **Q. PLEASE DESCRIBE EMPIRE AND ITS BUSINESS ACTIVITIES.**

23 A. Empire was created in 1999 to provide a single resource for a wide variety of
24 telecommunications and data communications services to residential and business customers.
25 Empire intends to offer its customers products such as local switched and/or dedicated voice

1 services, long distance switched and/or dedicated voice services, as well as high-speed data
2 services to satisfy the explosive demand created by the Internet.

3 Currently, Empire has filed, or is in the process of filing, applications for authority
4 to provide the telecommunications services described herein in the states of Alabama,
5 Florida, Georgia, Kentucky, Louisiana, North Carolina and South Carolina. Empire has not
6 been denied authority to provide intrastate telecommunications services in any state and has
7 not been subject to any regulatory penalties for violating state or federal telecommunications
8 statutes, rules or regulations (*e.g.*, slamming).

9 **Q. HAS EMPIRE EVER PROVIDED SERVICE IN THE STATE OF TENNESSEE**
10 **UNDER ANY OTHER NAME?**

11 A. No, Empire has never offered service in the State of Tennessee under any other name.

12 **Q. PLEASE DESCRIBE THE AUTHORIZATION SOUGHT BY EMPIRE IN THIS**
13 **PROCEEDING.**

14 A. Empire is seeking authority to provide facilities-based and resold local exchange and
15 intrastate, interexchange (interLATA and intraLATA toll) telecommunications services, and
16 alternate operator services as a competitive telecommunications service provider within the
17 State of Tennessee.

18 **Q. PLEASE DESCRIBE HOW EMPIRE PROPOSES TO PROVIDE LOCAL**
19 **EXCHANGE AND INTRASTATE, INTEREXCHANGE SERVICES THROUGHOUT**
20 **THE STATE OF TENNESSEE.**

21 A. Empire intends to provide local exchange services (i) by reselling the services of other
22 certificated local exchange carriers operating in the State of Tennessee (ii) by leasing
23 unbundled network elements (*e.g.*, transport) obtained from certificated incumbent local
24 exchange carriers operating in the State of Tennessee and (iii) by providing services over
25 Empire's proposed facilities-based network. Empire intends to provide facilities-based

1 interexchange (interLATA and intraLATA toll) telecommunications services to business and
2 residential customers through the use of a combination of unbundled network elements
3 leased from other certificated carriers, and long distance transmission facilities leased or
4 purchased from certificated long distance carriers. Until Empire's facilities are operational,
5 Empire intends to provide interexchange telecommunications resale services.

6 **Q. PLEASE DESCRIBE THE TECHNICAL RESOURCES OF EMPIRE.**

7 A. Empire has sufficient technical ability to provide the services for which authority is
8 requested in the Application. Further descriptions of Empire's management and technical
9 abilities are set forth at Exhibit "E" of the Application.

10 **Q. PLEASE DESCRIBE THE MANAGERIAL RESOURCES OF EMPIRE.**

11 A. Empire's management has the extensive business, technical, operational and
12 telecommunications regulatory experience essential to operating a successful
13 telecommunications company. A description of Empire's management is set forth at Exhibit
14 "E" of the Application.

15 **Q. PLEASE DESCRIBE EMPIRE'S FINANCIAL CAPABILITY TO PROVIDE THE**
16 **SERVICES PROPOSED HEREIN.**

17 A. Empire possesses sufficient financial capability to provide its local exchange and intrastate
18 interexchange telecommunications services on a continuous basis. Inasmuch as Applicant
19 is a newly-created, wholly owned, subsidiary of Empire Technology Corporation, Applicant
20 has not yet prepared its own financial statements. The financial statements of its parent,
21 Empire Technology Corporation, dated as of October 31, 1999 are attached hereto at Exhibit
22 "F".

1 **Q. PLEASE IDENTIFY THE CERTIFICATED AREAS FOR WHICH EMPIRE IS**
2 **REQUESTING AUTHORITY IN THIS APPLICATION.**

3 A. Empire is seeking authority to provide facilities-based and resold local exchange and
4 intrastate, interexchange (interLATA and intraLATA toll) telecommunications services, and
5 alternate operator services as a competitive telecommunications service provider within the
6 State of Tennessee, *i.e.*, Empire seeks authority to provide these services on a state-wide
7 basis to the fullest extent permitted by applicable law or TRA order.

8 **Q. PLEASE DESCRIBE THE SERVICES EMPIRE INTENDS TO OFFER PURSUANT**
9 **TO THE AUTHORITY REQUESTED IN THIS APPLICATION.**

10 A. Empire requests authority to provide a wide variety of local voice and data
11 telecommunications services, including single and multi-line residential and business
12 services; complex services such as CENTREX, high-capacity private line (*e.g.* T-1, DS-1,
13 DS-3, OC-3, OC-12), ISDN, digital subscriber line and frame relay services; directory listing
14 services; and optional CLASS service features such as call waiting, call forwarding, three-
15 way calling, speed dialing, call return, unpublished number and caller identification.
16 Empire's proposed interexchange services include direct dial ("1+") services, measured toll
17 services, private line services, and toll-free (*e.g.*, "800", "888") services.

18 **Q. HOW WILL EMPIRE PERFORM BILLING AND CUSTOMER SERVICE**
19 **FUNCTIONS FOR THE SERVICES OFFERED?**

20 A. Empire intends to bill its customers directly for local exchange and intrastate, interexchange
21 telecommunications services. The charges, based upon the rates which will be set forth in
22 Empire's tariffs, Empire's name, and its telephone number for customer assistance will
23 appear on all invoices. As a new entrant into the Tennessee telecommunications
24 marketplace, Empire has not yet finalized its policies regarding customer service orders,

1 inquiries and complaints. However, Empire intends to comply with all rules and regulations
2 that the TRA may impose subject to Tennessee law as now or hereafter enacted.

3 **Q. WILL EMPIRE COMPLY WITH ALL APPLICABLE TRA RULES AND**
4 **TENNESSEE LAWS?**

5 A. Empire hereby asserts its willingness and ability to comply with all rules and regulations that
6 the TRA may impose subject to Tennessee law as now or hereafter enacted.

7 **Q. IN YOUR OPINION, IS THE GRANTING OF EMPIRE'S APPLICATION IN THE**
8 **PUBLIC INTEREST?**

9 A. Yes. Using state of the art network technology, Empire intends to provide a single resource
10 for a wide variety of telecommunications and data communications services to residential
11 and business customers. Applicant intends to offer its customers products such as local
12 switched and/or dedicated voice services, long distance switched and/or dedicated voice
13 services, as well as high-speed data services to satisfy the explosive demand created by the
14 Internet.

15 In addition to the services Empire plans to offer, the presence of another authorized
16 local exchange and intrastate interexchange carrier will provide additional choices to
17 consumers, promote competition, and lead to the reduction of consumer costs for
18 telecommunications services. Competition, in turn, will encourage efforts by other
19 certificated telecommunications providers to broaden the range of choices for Tennessee
20 consumers of local exchange and intrastate interexchange services. Empire submits that,
21 based on the information supplied herein, its proposed service offerings will provide
22 Tennessee consumers with high quality telecommunications products and services at
23 reasonable rates while encouraging innovation and efficiency among all providers of
24 telecommunications products and services in the state.

1 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

2 A. Yes, it does.

VERIFICATION

STATE OF GEORGIA

*

COUNTY OF FULTON

*

VERIFICATION

I am a duly authorized officer of Empire Telecom Services, Inc. and am authorized to make this statement on its behalf. I have read the foregoing Direct Testimony and declare that the statements therein are true of my own knowledge, except as to matters which are stated on information and belief. As to those matters, I believe them to be true. I so declare under penalty of perjury that the foregoing is true and correct.

EMPIRE TELECOM SERVICES, INC.

By: _____

Name: Alan B. Thomas, Jr.

Title: Executive Vice President

Date: Mar 7, 00

SUBSCRIBED AND SWORN to before
me this 7th day of March, 2000

Carol Jean Hawley
NOTARY PUBLIC in and for said
County and State

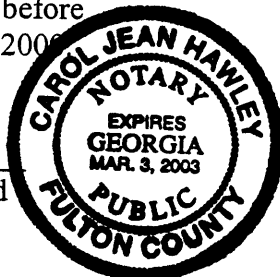


EXHIBIT "K"

APPLICANT'S SAMPLE BILL

Empire Communications Corporation
P.O. Box 672075, Marietta, GA 30006-0035

Account Number: 615 834-

Current Charges	Past Due Amount	Total Amt. Due	DUE DATE
\$2.50	\$ 0.00	\$ 52.50	6/18/99

PERSONAL CHECKS NOT ACCEPTED. MONEY ORDERS ONLY PLEASE

Maria
WHISPERING OAKS PL
NASHVILLE, TN 37211

MAKE PAYMENT PAYABLE TO EMPIRE COMMUNICATIONS
AND REMIT TO EMPIRE BY DUE DATE SHOWN ABOVE.

TO ENSURE PROPER CREDIT, DETACH & RETURN TOP PORTION OF THIS STATEMENT WITH YOUR PAYMENT

Maria
WHISPERING OAKS PL
NASHVILLE, TN 37211

615 834
Acct. No:
Agent ID: HIA999999

FOR BILLING & CUSTOMER SERVICE INQUIRIES: 1-800-903-5265

A Post Office Box has been established to mail payments to directly. Please make your money order (personal check & cash not accepted) payable to: and use the payment stub for proper posting and mail to P.O. Box 672075, Marietta, GA 30006-0035
Total Charges are due by 6/18/99 Accounts which are not current or have an outstanding balance as of 6/18/99
are subject to disconnect.

Billing Period: 5/25/99 TO 6/25/99 Amount: \$52.50

Flat Rate Residence	49.00
FCC Network Access Fee	3.50
Total Monthly Service	52.50

Previous Balance	Less Payment	Adjmts	Past Due Amount	Current Charges	Total Amt. Due	Due Date	Late Fee	Late Date	AMOUNT NOW DUE
\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 52.50	\$ 52.50	6/18/99	\$ 0.00		\$ 52.50

THANK YOU FOR YOUR BUSINESS! WE REALLY APPRECIATE HAVING YOU AS OUR CUSTOMER